# UNITED STATES DISTRICT COURT FOR THE DISTRICT OF PUERTO RICO

THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO,

**PROMESA** 

as representative of

**Debtors** 

Title III

THE COMMONWEALTH OF PUERTO RICO, et al.,

**Case No. 17 BK 3283-LTS** 

(Jointly Administered)

This filing relates to the

Commonwealth, HTA and PBA

AIREKO CONSTRUCTION LLC'S ANSWER TO FIVE HUNDRED SIXTY-FIRST OBJECTION (NON-SUBSTANTIVE) OF THE COMMONWEALTH OF PUERTO RICO, PUERTO RICO HIGHWAYS AND TRANSPORTATION AUTHORITY, AND PUERTO RICO PUBLIC BUILDINGS AUTHORITY TO DEFICIENT CLAIMS

### TO THE HONORABLE COURT:

COMES NOW Aireko Construction, LLC ("Aireko"), through its undersigned counsel, and answer the non-substantive objection to its proof of claim Kroll number 174166 for \$969,292.22 filed against the Puerto Rico Public Building Authority (the "PBA"), as follows:

- 1. As it appears from the docket of the captioned case, on July 1, 2020 Aireko filed proofs of claim Kroll No. 173808 and 174166, both in Case No. 19-05523-LTS, the first one having been expunged for duplicating the second.
- 2. Existing claim Kroll number 174166 is for Aireko's construction and rehabilitation work on several floors at the Minillas North Tower building in San Juan, Puerto Rico.
- 3. On January 27, 2023, the Commonwealth of Puerto Rico, the Puerto Rico Highways and Transportation Authority and the Puerto Rico Buildings Authority (the "PBA"), represented by the Financial Oversight and Management Board for Puerto Rico (the "Oversight").

Board"), filed their Five Hundred Sixty-First Omnibus Objection (Non-Substantive) to Deficient Claims, objecting Aireko's proof of claim Kroll number 174166 (the "Claim"), sustaining that it fails to provide any basis or supporting documentation for asserting a claim against the PBA, such that the debtors are unable to determine whether Aireko has a valid claim against the PBA or any of the other Title III debtors [ECF No. 23355] (the "Objection")

- 4. Aireko is attaching hereto the following documents in support of the Claim:
- I. Copy of amended complaint filed in the case styled Aireko Construction, LLC v. Autoridad de Edificios Públicos del Estado Libre Asociado de Puerto Rico, Civil No. KCD2016cv0937 (602) for breach of contract and collection of money, filed with the Court of First Instance of Puerto Rico, Superior Section of San Juan (the "Complaint")
- II. Aireko's motion for summary judgment in Case No. KCD2016cv0937 and attachments thereto.
- 5. The Claim is premised on a contract awarded to Aireko as the successful bidder in the remodeling of 17 floors at the Minillas North building in San Juan, Puerto Rico and refers to work performed and equipment acquired by Aireko and not paid by the PBA, corresponding to floors 3, 7, 9 and 17 for written contracts duly registered with the office of Puerto Rico's comptroller, as more specifically set forth in the Amended Complaint and as recognized by PBA. The Claim is further supported by Aireko's motion for summary judgment and the attachments or exhibits thereto consisting of:
  - A) Contract CO0036 (2011-2012) dated February 23, 2012
  - B) Amendment to Contract dated March 8, 2012
  - C) Amendment to Contract dated January 22, 2013
  - D) Certification #2 (Statement A1-24-080022) dated August 23, 2012 and related documents
  - E) Certification #3 (Statement A1-24-020022) dated January 22, 2014 and related documents

- F) Certification #4 Retainage (Statement A1-26-12046) for the period ending June 30, 2012 and related documents
- G) Certification #5 (Statement A1-24-080022) dated September 18, 2013 and related documents
- H) Certification #6 (Statement A1-24-080023) dated May 14, 2014
- I) Certification #7 (Statement A1-24-08024) dated September 13, 2013 and related documents
- J) Certification #8 (Statement A1-24-08025) dated September 13, 2013 and related documents
- K) Supporting documents as to interest due on Certifications (statements A1-26-08065, A1-26-12020 and A1-24-080027)
- L) Certification #9 (Statement A1-24-08098) dated May 14, 2014 and related documents
- M) Documents in support of Certifications (Statements A1-08057, A1-26-12022 and A1-27-04029

**WHEREFORE**, it is respectfully requested that the Objection to the Claim be denied, and the Claim granted in the amount of \$869,292.22.

**CERTIFICATE OF SERVICE**: We hereby certify that on this same date we electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all CM/ECF participants.

San Juan, Puerto Rico this 24th day of February 2023

### s/Fernando E. Agrait

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# EXHIBITS DOCUMENTS IN SUPPORT OF THE CLAIM

### ESTADO LIBRE ASOCIADO DE PUERTO RICO TRIBUNAL DE PRIMERA INSTANCIA SALA SUPERIOR DE SAN JUAN

AIREKO CONSTRUCTION LLC
Demandante

v.

AUTORIDAD DE EDIFICIO PÚBLICOS

CIVIL NUMERO: KCD2016-0937 (602)

SOBRE:

AUTORIDAD DE EDIFICIO PÚBLICOS ESTADO LIBRE ASOCIADO DE PUERTO RICO Demandados

INCUMPLIMIENTO DE CONTRATO, COBRO DE DINERO

### **DEMANDA ENMENDADA**

### AL HONORABLE TRIBUNAL:

Comparece la parte demandante por conducto del abogado que suscribe y muy respetuosamente expone, alega y solicita:

- 1. Aireko es una Limited Liability Company (compañía de responsabilidad limitada) organizada y haciendo negocios de construcción y servicios relacionados en Puerto Rico. Su dirección es Las Casas Street, Lot #20, Bairoa Industrial Park, Caguas, PR 00725
- 2. La Autoridad de Edificios Públicos (AEP) es una corporación pública del Estado Libre Asociado de Puerto Rico, titular de propiedades públicas que se utiliza para alquiler a entidades gubernamentales. Su subdirector ejecutivo interino es Ing. Israel Torres Santiago. Su dirección es Ave. José De Diego, Centro Gubernamental Minillas, Torre Norte, Piso 6, Santurce, Puerto Rico.
- 3. La Autoridad de Edificios Públicos celebró subastas públicas para la remodelación de 17 pisos del edificio Minillas Torre Norte. Las subastas se adjudicaron por pisos.
- 4. Aireko fue el postor a quien se le otorgó la buena pro de las subastas para la **remodelación de 8 de los 17 pisos** del edificio Minillas Torre Norte.
- 5. Entre los pisos que Aireko obtuvo la buena pro de las subastas, estuvieron los pisos 3, 4, 7 y 17.
- 6. A petición de la AEP, los trabajos del piso 4 fueron sustituidos por el piso 9.

- 7. La reclamación de esta demanda se limita a los trabajos realizados y no pagados de los pisos 3, 9, 7 y 17. AEP pagó los trabajos realizados en los otros pisos pero sobre los pisos 3, 9, 7 y 17 quedan facturas de Aireko pendientes de pago..
- 8. Los pisos 3,4, 7 y 17, corresponden a los contratos C00036 2011-2012 (pisos 3-4 AEP1120-W 23 de febrero de 2012); C00031 2011-2012 (piso 7 AEP 1120 X 21 de diciembre 2011); y C00035 2011-2012 (piso 17 AEP 1120 M 13 de enero de 2012). Estos contratos fueron otorgados por escrito y fueron registrados en la Oficina del Contralor. Véase Anejos 1, 2, 3, 5 y 8.
- 9. A solicitud de la parte demandada AEP, el contrato C00036 (AEP 1120-W) fue enmendado y el piso 4 fue sustituido por el piso 9. La enmienda al contrato tiene el número C00036 (2011-2012)-A firmado el 8 de marzo de 2012. Véase Anejo 2. Esta enmienda fue registrada en la Oficina del Contralor.
- 10. A solicitud de la parte demandada AEP, el contrato C00036 (AEP 1120-W) fue enmendado en una segunda ocasión para cambiar el piso 9 de vuelta al piso 4 que era el original. Esta segunda enmienda al contrato tiene el número C00036 (2011-2012)-B y fue firmada el 22 de enero de 2013. Véase Anejo 3. En esta segunda enmienda AEP reconoció que al 22 de enero de 2013 ya Aireko "había comenzado a realizar trabajos en el piso nueve (9)" y que el cambio del contrato va a requerir cambio al "Scope of Work".
- 11. Sobre los pisos 3 y 9 la reclamación de Aireko se limita a los trabajos realizados solamente.
- 12. Conforme a contratos escritos y debidamente registrados en la Oficina del Contralor, Aireko realizó los trabajos y se terminaron los trabajos en 8 pisos del Edificio Minillas Norte, todos aceptados y ocupados por la AEP.
- 13. En cuanto a los pisos 7 y 17 (AEP 1120-X y AEP 1120-M) los trabajos fueron realizados por Aireko y fueron aceptados por AEP mediando documento de "Final Acceptance" debidamente firmado por AEP. Véase Anejos 6 y 9.
- **14.** El desglose de las cuantías adeudadas por la AEP, según surge en los Anejos 4, 7, 10, 15 y 16, es:

2 \$3	304,369.67
'1	'12 <b>\$</b> 3

Certificación #3 (Factura #A1-24-080022)	Junio '12	116,946.96
Intereses sobre Certificaciones (Factura #A1-26-08055)	31-Aug-15	64,683.54
Intereses sobre Certificaciones (Factura #A1-26-08055)	31-Dic-15	8,566.77
Intereses sobre Certificaciones (Factura #A1-27-04028)	26-Apr-16	8,496.55
Retenido a Junio '12	Junio '12	124,637.38
Pérdida Ganancia Contratista (Balance Terminar \$830,405.14 * 15%)		124,560.77
Total Reclamación Pisos 3 & 9		\$752,261.64
Piso #7		
Certificación #7 (Factura #A1-24-08024)		\$26,486.38
Certificación #8 (Factura #A1-24-08025)		67,359.86
Intereses sobre Certificaciones (Factura #A1-26-08056)	31-Aug-15	10,353.61
Intereses sobre Certificaciones (Factura #A1-26-12020)	31-Dic-15	1,908.20
Intereses sobre Certificaciones (Factura #A1-27-04027)	27-Apr-16	1,892.57
Total Reclamación Piso #7		\$108,000.62
Piso #17		
Certificación #5 (Factura #A1-24-080022)		\$29,529.06
Certificación #6 (Factura #A1-24-080023)		7,455.17
Certificación #7 (Factura #A1-24-08098)		60,248.77
Intereses sobre Certificaciones (Factura #A1-26-08057)	31-Aug-15	7,859.03
Intereses sobre Certificaciones (Factura #A1-26-12022)	31-Dic-15	1,977.07
Intereses sobre Certificaciones (Factura #A1-27-04029)	27-Apr-16	1,960.86
Total Reclamación Piso #17	21 7 pt 10	\$109,029.96
Total Reclamación Pisos #3, #9, #7 y #17		\$000,000,00
	<u> </u>	\$969,292.22

- 15. La deuda está compuesta por facturas sobre trabajos realizados y ,completados, equipo adquirido con la anuencia de AEP, así como los intereses acumulados a los cuales tiene derecho la parte demandante, según surge de las facturas.
- **16.** Aireko ha realizado múltiples gestiones de cobro sin lograr que AEP emita los pagos correspondientes. Véase Anejos 11, 12 y 13.
- 17. La AEP tiene conocimiento sobre los trabajos completados por Aireko y aceptados por AEP, y aun así se ha negado a pagar. Véase Anejos 6, 9, 11, 12 y 13.
- 18. En cuanto a los trabajos contratados de los pisos 3 y 9, AEP pagó al subcontratista de Aireko, "Integrated Design Solution", por los muebles que fueron entregados a la AEP. Para ello medió un acuerdo de pago entre AEP, Aireko y el subcontratista de Aireko ("Integrated") por la suma de \$345,270.67, que según el acuerdo, se descontaron de la factura de Aireko. Véase Anejo 14.
- 19. No existe controversia alguna en cuanto a que los trabajos de los pisos 7 y 17, objeto de esta reclamación, se realizaron por Aireko y se aceptaron por la AEP.
- 20. Aireko ha realizado gestiones de buena fe para obtener el pago de esta deuda sin que la AEP pague, ni exponga fundamento para no pagar.
- **21.** En particular los pisos 7 y 17 están siendo utilizados por la AEP y/o sus inquilinos desde hace varios años.
  - 22. La cantidad reclamada es líquida y exigible.

POR TODO LO CUAL, se solicita muy respetuosamente de este Honorable Tribunal declare ha lugar la presente demanda y ordene el pago de las cuantías reclamadas que suman \$969,292.22, más los intereses que se continúan acumulando. Se solicita además costas y honorarios de abogado.

RESPETUOSAMENTE SOMETIDO.

CERTIFICO: Que he enviado copia fiel y exacta de este documento a Lcda. Marilena Roman Gandulla y Lcda. Natalia Ramírez Díaz, 252 Ave. Ponce de León, Citibank Tower Piso 12, San Juan, Puerto Rico 00918.

En San Juan, Puerto Rico, a

FÉRNANDO E. AGRAIT

.\$. NÚM. 3772

de octubre d

6701 AVENIDA PONCE DE LEON EDIFICIO CENTRO DE SEGUROS OFICINA 414

SAN JUAN, PUERTO RICO 00907

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ESTADO LIBRE ASOCIADO DE PUERTO RICO TRIBUNAL DE PRIMERA INSTANCIA SALA SUPERIOR DE SAN JUAN

AIREKO CONSTRUCTION LLC Demandante	CIVIL NUMERO: KCD2016-0937 (602)
v. AUTORIDAD DE EDIFICIO PÚBLICOS ESTADO LIBRE ASOCIADO DE PUERTO RICO Demandados	SOBRE:  INCUMPLIMIENTO DE CONTRATO, COBRO DE DINERO

### SOLICITUD DE SENTENCIA SUMARIA

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#### AL HONORABLE TRIBUNAL:

Comparece la parte demandante Aireko Construction L.L.C. (Parte Demandante, Aireko) por conducto del abogado que suscribe y muy respetuosamente expone, alega y solicita:

#### INTRODUCCION

- 1. El 5 de octubre de 2016, se presentó demanda enmendada contra la Autoridad de Edificios (Parte Demandada, AEP) por incumplimiento de contrato y cobro de dinero por trabajos realizados debidamente facturados y no pagados en el edificio Minillas Torre Norte. La reclamación de esta demanda se limita a los trabajos realizados y no pagados de los pisos 3, 9, 7 y 17. AEP pagó los trabajos realizados en los otros pisos pero sobre los pisos 3, 9, 7 y 17 quedan facturas de Aireko pendientes de pago.
- 2. No existe controversia alguna en cuanto a que los trabajos de los pisos 7 y 17, objeto de esta Demanda se realizaron por Aireko y se aceptaron por la AEP. Incluso, los pisos 7 y 17 están siendo utilizados por la AEP o sus inquilinos desde hace varios años.
- 3. Aireko ha realizado gestiones de buena fe para obtener el pago de esta deuda sin que la AEP pague, ni exponga fundamento para no pagar. La deuda está compuesta por facturas sobre trabajos realizados y completados, equipo adquirido con la anuencia de AEP, así como los intereses acumulados a los cuales tiene derecho la parte demandante, según surge de las facturas. La cantidad reclamada es líquida y exigible.
- Ante esta actuación y aceptación de la AEP de aceptar los trabajos realizados por Aireko pero no pagarlos, y tomando en consideración el conjunto de hechos

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incontrovertidos y documentos que aquí se presentan de conformidad con la Regla 36 de Procedimiento Civil, la parte compareciente muy respetuosamente entiende que procede que este Honorable Tribunal dicte sentencia sumaria declarando Con Lugar la Demanca presentada.

### HECHOS MATERIALES QUE NO ESTAN EN CONTROVERSIA

- La Autoridad de Edificios Públicos celebró subastas públicas para la remodelación de 17 pisos del edificio Minillas Torre Norte. Las subastas se adjudicaron por pisos.
- Aireko fue el postor a quien se le otorgó la buena pro de las subastas para la remodelación de 8 de los 17 pisos del edificio Minillas Torre Norte.
- 3. Entre los pisos que Aireko obtuvo la buena pro de las subastas, estuvieron los pisos 3, 4, 7 y 17.
- 4. Los pisos 3, 4, 7 y 17, corresponden a los contratos C00036 2011-2012 (pisos 3-4 AEP1120-W 23 de febrero de 2012); C00031 2011-2012 (piso 7 AEP 1120 –X 21 de diciembre 2011); y C00035 2011-2012 (piso 17 AEP 1120 –M 13 de enero de 2012). Estos contratos fueron otorgados por escrito y fueron registrados en la Oficina del Contralor. Véase Anejos 1, 2, 3, 5 y 8.
- A solicitud de AEP, el contrato C00036 (AEP 1120-W) fue enmendado y el piso 4 fue sustituido por el piso 9. La enmienda al contrato tiene el número C00036 (2011-2012)-A; y fue firmada el 8 de marzo de 2012. Véase Anejo 2. Esta enmienda fue registrada en la Oficina del Contralor.
- 6. A solicitud de la parte demandada AEP, el contrato C00036 (AEP 1120-W) fue enmendado en una segunda ocasión para cambiar el piso 9 de vuelta al piso 4 que era el original. Esta segunda enmienda al contrato tiene el número C00036 (2011-2012)-B, y fue firmada el 22 de enero de 2013. Véase Anejo 3. En esta segunda enmienda AEP reconoció que al 22 de enero de 2013 ya Aireko "había comenzado a realizar trabajos en el piso nueve (9)" y que el cambio del contrato va a requerir cambio al "Scope of Work".
- 7. Conforme a los contratos los cuales fueron debidamente registrados en la Oficina del Contralor, Aireko realizó los trabajos y se terminaron los trabajos en 8 pisos del Edificio Minillas Norte, todos aceptados y ocupados por la AEP.

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- 8. En cuanto a los pisos 7 y 17 (AEP 1120-X y AEP 1120-M) los trabajos fueron realizados por Aireko y fueron aceptados por AEP mediando documento de "Final Acceptance" debidamente firmado por AEP. Véase Anejos 6 y 9.
- El desglose de las cuantías adeudadas por la AEP, según surge en los Anejos 4, 7,
   10, 15 y 16, es:

Piso #3 & #9		
Certificación #2 (Factura #A1-24-080022)	Mayo '12	\$304,369.67
Certificación #3 (Factura #A1-24-080022)	Junio '12	116,946.96
Intereses sobre Certificaciones (Factura #A1-26-08055)	31-Aug-15	64,683.54
Intereses sobre Certificaciones (Factura #A1-26-08055)	31-Dic-15	8,566,77
Intereses sobre Certificaciones (Factura #A1-27-04028)	26-Apr-16	8,496.55
Retenido a Junio 12	Junio '12	124,637.38
Pérdida Ganancia Contratista (Balance Terminar \$830,405.14 * 15%)		124,580.77
Total Reclamación Pisos 3 & 9		\$752,261.64
Piso #7	-	
Certificación #7 (Factura #A1-24-08024)		\$26,486.38
Certificación #8 (Factura #A1-24-08025)		67,359,86
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Total Reclamación Piso #7		\$108,000,62
Piso #17		-
Certificación #5 (Factura #A1-24-080022)		\$29,529.06
Certificación #6 (Factura #A1-24-080023)		7,455,17
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Intereses sobre Certificaciones (Factura #A1-27-04029)	27-Apr-16	1,960.86
Total Reclamación Piso #17		\$109,029.96
Total Reclamación Pisos #3, #9, #7 y #17		5969.292.22

- Aireko ha realizado múltiples gestiones de cobro sin lograr que AEP emita los pagos correspondientes. Véase Anejos 11, 12 y 13.
- 11. La AEP tiene conocimiento sobre los trabajos completados por Aireko y aceptados por AEP, y aun así se ha negado a pagar. Véase Anejos 6, 9, 11, 12 y 13.
- 12. En cuanto a los trabajos contratados de los pisos 3 y 9, AEP pagó al subcontratista de Aireko, "Integrated Design Solution", por los muebles que fueron entregados a la AEP. Para ello medió un acuerdo de pago entre AEP, Aireko y el subcontratista de Aireko ("Integrated") por la suma de \$345,270.67, que según el acuerdo, se descontaron de la factura de Aireko. Véase Anejo 14.

### DERECHO APLICABLE

Obligación de la Parte Demandada de pagar los trabajos realizados y facturados

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Nuestro Código Civil dispone que cuando los son válidos, como los aquí suscritos entre Aireko y AEP, las obligaciones que nacen de los mismos tienen fuerza de ley entre las partes contratantes y deben cumplirse según lo pactado. Art. 1044, 31 L.P.R.A. § 2994. Si los términos del contrato son claros y no dejan duda sobre la intención de los contratantes, se estará al sentido literal de sus cláusulas. Art. 1233, 31 L.P.R.A. §3471.

En Puerto Rico rige el principio de la libertad de contratación. <u>Unisys Puerto Rico.</u>

<u>Inc. v. Ramallo Brothers</u>, 128 D.P.R. 842, 850 (1991) Como parte de esta norma, "los contratantes pueden establecer los pactos, cláusulas y condiciones que tengan por convenientes, siempre que no sean contrarios a las leyes, a la moral, ni al orden público. Por su parte, el art. 1207 del Código Civil, 31 L.P.R.A. § 3372, dispone lo siguiente:

"[L]os contratos se perfeccionan por el mero consentimiento y desde entonces se obligan, no solo al cumplimiento de lo expresamente pactado, sino también a todas las consecuencias que según su naturaleza, sean conformes a la buena fe, al uso y a la ley".

Una vez establecidas las cláusulas y condiciones del acuerdo, se entenderá perfeccionado el contrato por el consentimiento entre las partes y desde ese momento cada una de ellas vendrá obligada no sólo a cumplir con lo expresamente pactado, sino con las consecuencias que, según su naturaleza, sean conformes a la buena fe, al uso y a la ley. Art. 1210 del Código Civil, 31 L.P.R.A § 3375. Esa obligación de cumplir con lo pactado se funda en el Principio de la buena fe, el cual exige no defraudar la confianza que otro ha puesto en una promesa o conducta. Unisys Puerto Rico, Inc. v. Ramallo Brothers, supra. Este articulado consagra el principio Pacta Sunt Servanda el cual postula que los contratos, desde su perfeccionamiento, obligan al cumplimiento de lo expresamente pactado y de las consecuencias que sean conformes a la buena fe, al uso y a la ley.

En cuanto al cumplimiento de los términos del contrato, el Art. 1208 del Código Civil, 31 L.P.R.A §3373, es enfático al disponer que tanto la validez como su cumplimiento, no se dejará al arbitrio de uno de los contratantes. De surgir entonces una controversia en cuanto a cuál fue la intención de las partes al momento de contratar, debemos atender principalmente, a los actos de estos, anteriores, coetáneos y posteriores al contrato. Art. 1234, 31 L.P.R.A. §3472; Marina v. Brown Boveri, 114 D.P.R. 64 (1983). Se tomarán en cuenta además todas las circunstancias indicativas de la voluntad de las partes. García López v. Méndez, 102 D.P.R. 383 (1974)

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No hay contrato sino cuando concurren los requisitos siguientes: (1) consentimiento de los contratantes, (2) objeto cierto que sea materia del contrato, y (3) causa de la obligación que se establezca. Art. 1213 del Código Civil, 31 L.P.R.A § 3391. El consentimiento se manifiesta por el concurso de la oferta y de la aceptación sobre la cosa y la causa que han de constituir el contrato. Art. 1214 del Código Civil, 31 L.P.R.A § 3401.

Los contratos serán obligatorios, cualquiera que sea la forma en que se hayan celebrado, siempre que en ellos concurran las condiciones esenciales para su validez. Art. 1230 del Código Civil, 31 L.P.R.A § 3451.

En el caso particular de contratos con entidades públicas, se ha resuelto que la Ley de la Oficina del Contralor, Ley Núm. 18 del 30 de octubre de 1975, 2 L.P.R.A. sec. 97 et seq, según enmendada por la Ley Núm. 127 del 31 de mayo de 2004, le impone a las entidades gubernamentales y municipales la obligación de mantener un registro de los contratos que otorguen, como también deben remitir copia de éstos a la Oficina del Contralor. A estos efectos, dicha sección dispone:

"Las entidades gubernamentales y las entidades municipales del Estado Libre Asociado de Puerto Rico, sin excepción alguna, mantendrán un registro de todos los contratos que otorguen, incluyendo enmiendas a los mismos, y deberán remitir copia de éstos a la Oficina del Contralor dentro de los quince (15) días siguientes a la fecha de otorgamiento del contrato o de la enmienda." Johnson & Johnson International Inc., v. Municipio de San Juan 172 D.P.R. 840 (2007)

### Derecho de la Parte Demandante a que se dicte Sentencia Sumaria a su favor

Las solicitudes de sentencia sumaria están reglamentadas por la Regla 36.3 de las de Procedimiento Civil de 2009. El inciso "e" de dicha Regla establece lo siguiente:

La sentencia solicitada será dictada inmediatamente si las alegaciones, deposiciones, contestaciones a interrogatorios y admisiones ofrecidas, en unión a las declaraciones juradas si las hay, u otra evidencia demuestran que no hay controversia real sustancial en cuanto a algún hecho esencial y pertinente y que como cuestión de derecho el tribunal debe dictar sentencia sumaria a favor de la parte promovente.

El propósito de la sentencia sumaria es facilitar la solución justa, rápida y económica de los pleitos civiles que no presentan controversias genuinas de hechos materiales, razón por la cual no ameritan la celebración de un juicio en su fondo. García Rivera v. Enríquez Marín, 153 DPR 323 (2001); Pilot Life Ins. Co. v. Crespo Martínez,



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136 D.P.R. 624 (1994) Luan Invest. v. Rexach, 152 DPR 652 (2000). Ésta tiene como finalidad la concesión de un remedio rápido y eficaz en casos en que no existe una real controversia sobre los hechos materiales del litigio. García Rivera v. Enríquez Marín, supra; Revion v. Las Américas Trust Co., 135 D.P.R. 363 (1994); Rivera et. al. v. Superior Pkg., 132 D.P.R. (1992). Este mecanismo procesal aligera la tramitación del caso permitiendo que se dicte sentencia sin celebrar vista en los méritos, cuando de los documentos no refutados surge que no existen controversias de hecho, sino que lo que resta aplicar es el derecho García Rivera v. Enríquez Marín, supra; PFZ Props. Inc. v. Gen Acc. Ins. Co., 136 D.P.R. 563 (1994); Consejo Tit. C. Parkside v. MGGI Fin. Corp., 128 D.P.R. 538 (1991); Cuadrado Lugo v. Santiago Rodríguez, 126 D.P.R. 272 (1990).

Existen en esencia dos (2) modalidades de sentencia sumaría, a saber: la primera es aquella que se dicta a base de documentos ofrecidos por el promovente que, a su vez, demuestran una ausencia de controversial real sobre los hechos medulares del caso, y en donde sólo se requiere aplicar el derecho.

La sentencia sumaria procede aún cuando se hayan alegado hechos que aparenten estar en controversia, pero cuando el promovente logre demostrar preponderantemente, y mediante dicha prueba documental, que en el fondo no existe controversia sobre los hechos medulares. Véase <u>Jusino Figueroa v. Walgreens of San Patricio Inc².</u>, 155 D.P.R 560 (2001). Sobre esto también se expresa el caso de <u>Ramos v. Univisión</u>, supra:

Además la controversia sobre el hacho material tiene que ser real. Esto es,

Una controversia no es siempre real o sustancial, o genuina. La controversia debe ser de una calidad suficiente como para que sea necesario que un juez la dirima a través de un juicio plenario. La fórmula, debe ser, por lo tanto, que la moción de sentencia sumaria adecuadamente presentada sólo puede negarse si la parte que se opone a ella presenta una oposición basada en hechos que puedan mover al juez a resolver a su favor. Si el juez se convence de que no existe posibilidad razonable de que escuchar lo que lee no podrá conducirlo a una decisión a favor de esa parte, debe dictar sentencia sumaria.

P.E. Ortíz Alvarez, <u>Hacia el uso óptimo de la sentencia sumaria</u>, Año 3, Núm. 2, Rev. Forum, pág. 8 (1987)

En otras palabras, cualquier duda no es suficiente para derrotar una moción de sentencia sumaria. Tiene que ser una duda que permita

¹ "Procede aunque se hayan alegado hechos que aparenten estar en controversia, pero cuando el promovente logre demostrar preponderantemente, y mediante dicha prueba documental, que en el fondo no existe controversia sobre los hechos medulares." (Enfasis nuestro) <u>Jusino Figueroa v.</u> Walgreens, supra.

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concluir que existe una controversia real y sustancial sobre hechos relevantes y pertinentes. "If this evidence is merely colorable... or is not significantly probative... summary judgment may be granted". Anderson v. Liberty Lobby, Inc., supra, págs. 249-250. Hay una controversia real cuando la prueba ante el tribunal es de tal naturaleza que un juzgador racional de los hechos podría resolver a favor de la parte promovida. Baicker-McKee, op.cit., pág. 1084 ("the evidence before the court is of such nature that a rational factfinder could find in favor of the non-moving party"). (Enfasis nuestro)

El inciso "b" "3" de la Regla 36.3, establece la obligación de la parte promovida de presentar en su oposición una enumeración de los hechos que no están en controversia. El inciso "c" establece la obligación de la parte promovida de "contestar en forma tan detallada y específica, como lo haya hecho la parte promovente". Señalando dicho inciso la consecuencia de no hacerlo: "De no hacerlo así, se dictará la sentencia en su contra si procede".

El inciso "d" de la Regla 36.3 establece cuando se considerará como admitida una relación de hechos: "si se indican los párrafos o las páginas de las declaraciones juradas o de otra prueba admisible en evidencia donde ésta se establece, a menos que esté debidamente controvertida conforme lo dispone esta regla".

Es doctrina reiterada además en nuestra jurisprudencia, que cuando la parte promovente establece la procedencia de que se dicte sentencia sumariamente, la parte promovida tiene que defenderse a base de documentos u otra evidencia admisible; no podrá descansar en sus alegaciones únicamente; viene obligada a contestar la solicitud del promovente de forma detallada y específica, y con prueba. "De no hacerlo así, se dictará sentencia en su contra... si procediere". Regla 36.5, supra; Piñero v. A.A.A., 146 DPR 890 (1998). En fin, es necesario demostrar afirmativamente que se cuenta con evidencia aceptable, admisible y suficiente para ser presentada en un juicio. Y también se requiere que se presenten hechos que sean admisibles como evidencia en un juicio. Id. El promovido simplemente no puede cruzarse de brazos y descansar en las aseveraciones de sus escritos judiciales. Sánchez v. Aut. de los Puertos, 153 DPR 559 (2001). Tiene la obligación de formular una oposición sustentada con prueba adecuada en derecho:

Una vez la parte promovente establece que no existe controversia sobre hecho material alguno, la parte promovida no puede cruzarse de brazos y descansar en sus alegaciones. Tiene que refutar los hechos alegados y sustanciar su posición con prueba tendente a establecer los hechos en controversia. Si se cruza de brazos, corre el riesgo de que le dicten sentencia en su contra sin la celebración de un juicio en su fondo. Corp.

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Presiding Bishop CJC of LDS v. Purcell, 117 D.P.R. 714, 721 (1986). La recurrida se limitó en este caso a argumentar que las actuaciones de los recurrentes constituyeron sendas violaciones a las cláusulas constitucionales de igual protección de las leyes y de igual paga por igual trabajo, cuya sola alegación le dispensaba, según ella, de tener que agotar los remedios administrativos dispuestos por los reglamentos de la U.P.R. No refutó con prueba alguna los hechos alegados y establecidos por la parte recurrente.

Véase Mercado v. UPR, 128 DPR 273 (1991)

En Ramos v. Univisión, supra, nuestro Tribunal Supremo reafirmó que en oposición a una solicitud a sentencia sumaria, la parte promovida está obligada a presentar prueba, de la misma calidad ("contradeclaraciones juradas" y "contradocumentos") que pueda controvertir aquella presentada por la parte promovente. Veamos:

Por su parte, la persona que se oponga a que se dicte sentencia sumariamente debe controvertir la prueba presentada y no debe cruzarse de brazos. Si lo hace se corre el riesgo de que se acoja la solicitud de sentencia sumaria y se resuelva en su contra. Luan Invest. Corp. v. Rexach Const. Co., supra. Esto es, la parte que se opone viene obligada a contestar de forma detallada y específica aquellos hechos pertinentes para demostrar que existe una controversia real y sustancial que debe dilucidarse en juicio. Ibíd. "Como regla general, para derrotar una solicitud de sentencia sumaria la parte opositora debe presentar controversia los hechos presentados por el promovente". Corp. Presiding Bishop CJC of LDS v. Purcell, supra, pág. 721.

Cuando la moción de sentencia sumaria está sustentada con declaraciones juradas o con otra prueba la parte que se opone no puede descansar en meras alegaciones. "[T]he non-moving party cannot rely on mere allegations or denials found in his own pleadings. Rather, the non-moving party must demonstrate, by affidavit, deposition testimony, or otherwise, that a genuine issue of material fact remains for trial". Baicker-Mckee, op cit., pág 1103. (Citas omitidas). Esto es, la parte que se opone debe proveer evidencia sustancial de los hechos materiales que están en disputa. Moore, op cit., Sec. 55.11[6][b], pág. 56-145.

El hecho de no oponerse a la solicitud de sentencia sumaria no implica necesariamente que ésta proceda si existe una controversia legítima sobre un hecho material. Corp. Presiding Bishop CJC of LDS v. Purcell, supra. Sin embargo, el demandante no puede descansar en las aseveraciones generales de su demanda, "sino que, a tenor con la Regla 36.5, estará obligada a demostrar que tiene prueba para sustanciar sus alegaciones". Flores v. Municipio de Caguas, 114 D.P.R. 521, 525 (1983). Para derrotar la moción de sentencia sumaria no basta con presentar meras afirmaciones. Moore, op cit., Sec. 56.11[7][c], págs. 56-152-153. "[D]ebe tenerse presente que en un procedimiento de sentencia sumaria, las declaraciones juradas que contienen sólo conclusiones, sin hechos específicos que las apoyen, no tienen valor probatorio, siendo, por lo tanto, insuficientes para demostrar la existencia de lo que allí se concluye". Corp. Presiding Bishop CJC of LDS v. Purcell, supra, pág. 722. Véase además, Cuevas Segarra, op cit., pág. 616. Son insuficientes para derrotar una solicitud de sentencia sumaria "unas declaraciones juradas que son meramente conclusiones reiteradas de las alegaciones de la demanda y hechas sin conocimiento personal de los hechos". Cuevas Segarra, op cit., pág. 615. La Regla 36.5 de Procedimiento Civil dispone que de no producirse por parte del opositor una exposición de hechos materiales bajo juramento deberá dictarse sentencia sumaria en su contra Id., pág. 616.

La parte que se opone a la sentencia sumaria "viene obligada a contestar la solicitud de forma detallada". Cruz Marcano v. Sánchez Tarazona, Op. de 8 de noviembre de 2007, 2007 T.S.P.R. 198, 2007 J.T.S. 203, pág. 406, 172 D.P.R. (2007). Para derrotar una solicitud de sentencia sumaria se deben refutar los hechos alegados y el opositor debe sustanciar su posición con prueba. López v. Miranda, 166 D.P.R. 546 (2005).

Por su parte, la Regla 36.5 establece lo siguiente:

Las declaraciones juradas para sostener u oponerse a la moción [de sentencia sumaria] se basarán en el conocimiento personal del(de la) declarante. Contendrán aquellos hechos que serían admisibles en evidencia y demostrarán afirmativamente que el(la) declarante está cualificado(a) para testificar en cuanto a su contenido. Copías juradas o certificadas de todos los documentos, o de partes de éstos en que se haga referencia en una declaración jurada, deberán unirse a la misma o notificarse junto con ésta. El tribunal podrá permitir que las declaraciones juradas se complementen o se impugnen mediante deposiciones o declaraciones juradas adicionales.

Sobre la obligación procesal de de la parte promovida de proveer prueba detallada y suficiente para crear una controversia sustancial de hechos, el Tribunal Supremo ha establecido que "la parte opositora "a tenor con la Regla 36.5, estará obligada a demostrar que tiene prueba para sustanciar sus alegaciones"." Véase Abrams v. ELA, 178 DPR 914 (2010) (Énfasis nuestro)

El Tribunal Supremo en <u>José J. Zapata Berrios y otros</u> v. <u>J.F. Montalvo Cash & Carry</u>, 2013 TSPR 95:

"El mecanismo de sentencia sumaria tiene como finalidad "propiciar la solución justa, rápida y económica de litigios civiles que no [\*18] contengan controversias genuinas de hechos materiales". Const. José Carro v. Mun. Dorado, 186 D.P.R. 113, 128 (2012); Mejías et al. v. Carrasquillo et al., 185 D.P.R. 288 (2012). Conforme a lo dispuesto en la Regla 36.3(e) de Procedimiento Civil de 2009, supra, procede dictar sentencia sumaria si las alegaciones, deposiciones, contestaciones a interrogatorios y admisiones ofrecidas, en unión a las declaraciones juradas y alguna otra evidencia si las hubiere, acreditan la inexistencia de una controversia real y sustancial respecto a algún hecho esencial y pertinente y, además, si el derecho aplicable así lo justifica. Consecuentemente, se permite disponer de asuntos pendientes ante el foro judicial sin necesidad de celebrar un juicio, ya que únicamente resta aplicar el derecho a los hechos no controvertidos. Const. José Carro v. Mun. Dorado, supra; Mejias et al. v. Carrasquillo et al., supra; Abrams Rivera v. E.L.A., 178 D.P.R. 914 (2010); Nieves Díaz v. González Massas, 178 D.P.R. 820 (2010). Su utilidad como vehículo para agilizar los procesos judiciales y descongestionar los tribunales resulta indiscutible.

Las Reglas de Procedimiento Civil de Puerto Rico de 2009, 32 L.P.R.A. Ap. (\*19) V (2010), las cuales son de aplicación a los hechos objeto de este recurso, aportaron cambios importantes en el trámite de las solicitudes de sentencia sumaria dirigidos a facilitar la labor adjudicativa de los tribunales y promover de este modo su utilización. Véase, por ejemplo, *Ramos Pérez v. Univisión, 178 D.P.R. 200 (2010)*.

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A estos efectos, y siguiendo lo provisto en las enmiendas a la Regla 56 de Procedimiento Civil Federal en vigor a partir de 2010,<sup>5</sup> y las directrices establecidas en sus Reglas Locales por algunos tribunales de distrito en la esfera federal,<sup>6</sup> se incorporaron ciertos requisitos de forma aplicables tanto a las solicitudes de sentencia sumaria como a las oposiciones correspondientes, los cuales aparecen detallados en la Regla 36.3 de Procedimiento Civil de 2009, 32 L.P.R.A. Ap. V, R. 36.3 (2010).<sup>7</sup>

5 S. Baicker-McKee, W.M. Janssen y J.B. Corr, Federal Civil Rules Handbook, West, 2011. Véase, además, J.A. Cuevas Segarra, Tratado de Derecho Procesal Civil, 2da ed., San Juan, Publicaciones J.T.S., Tomo III, 2011, pág. 1038.

6 Véase, James Wm. Moore, Moore's Federal Practice, 3ra ed., LEXIS Publishing, T. 11, secs. 56.70[5][b] y [c], págs. 56-149 - 56-152.1 y secs. 56.81[3][a] [\*20] y [b], págs. 56-182 - 56-185. Véase, además, L.Cv.R. 56 (D.P.R. 2009 as amended), Federal Local Court Rules, 3rd ed., West Group, Vol. 5, págs. 17-18.

7 En lo pertinente, la Regla 36.3 de Procedimiento Civil de 2009, 32 L.P.R.A. Ap. V, R. 36.3 (2010), dispone lo siguiente:

(a) La moción de sentencia sumaria será notificada a la parte contraria y deberá contener lo siguiente:

(4) una relación concisa y organizada en párrafos enumerados, de todos los hechos esenciales y pertinentes sobre los cuales no hay controversia sustancial, con indicación de los párrafos o las páginas de las declaraciones juradas u otra prueba admisible en evidencia donde se establecen los mismos, así como de cualquier otro documento admisible en evidencia que se encuentre en el expediente del tribunal[.]

(b) La contestación a la moción de sentencia surnaria... deberá contener lo siguiente:

(2) una relación concisa y organizada, con una referencia a los párrafos enumerados por la parte promovente, de los hechos esenciales y pertinentes que están realmente y de buena fe controvertidos, con indicación de los párrafos o las páginas de las declaraciones juradas u otra prueba admisible en evidencia donde se establecen [\*21] los mismos, así como de cualquier otro documento admisible en evidencia que se encuentre en el expediente del tribunal:

(3) una enumeración de los hechos que no están en controversia, con indicación de los párrafos o las páginas de las declaraciones juradas u otra prueba admisible en evidencia donde se establecen los mismos, así como de cualquier otro documento admisible en evidencia que se encuentre en el expediente del tribunal[.]

(c) Cuando se presente una moción de sentencia sumaria y se sostenga en la forma provista en esta Regla 36, la parte contraria no podrá descansar solamente en las aseveraciones o negaciones contenidas en sus alegaciones, sino que estará obligada a contestar en forma tan detallada y especifica, como lo haya hecho la parte promovente. De no hacerlo así, se dictará la sentencia sumaria en su contra si procede.

(d) Toda relación de hechos expuesta en la moción de sentencia sumaria o en su contestación podrá considerarse admitida si se indican los párrafos o las páginas de las declaraciones juradas o de otra prueba admisible en evidencia donde ésta se establece, a menos que esté debidamente controvertida conforme lo dispone esta regla.

El tribunal no tendrá [\*22] la obligación de considerar aquellos hechos que no han sido especificamente enumerados y que no tienen una referencia a los párrafos o las páginas de las declaraciones juradas u otra prueba admisible en evidencia donde se establecen. Tampoco tendrá la

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obligación de considerar cualquier parte de una declaración jurada o de otra prueba admisible en evidencia a la cual no se haya hecho referencia en una relación de hechos,...

Así pues, en lo que respecta particularmente a los hechos relevantes sobre los cuales la parte promovente aduce no existe controversia sustancial, ésta viene obligada a desglosarlos en párrafos debidamente numerados y, para cada uno de ellos, especificar la página o párrafo de la declaración jurada u otra prueba admisible en evidencia que lo apoya. Regla 36.3(a)(4) de Procedimiento Civil de 2009, 32 L.P.R.A. Ap. V, R. 36.3(a)(4) (2010).

Igualmente, la contestación a la moción de sentencia sumaria tiene que ceñirse a ciertas exigencias en lo atinente a los hechos. Primeramente, recae sobre la parte que responde el deber de citar específicamente los párrafos según enumerados por el promovente que entiende están en controversia y, para cada uno de los que pretende controvertir, [\*23] detallar la evidencia admisible que sostiene su impugnación con cita a la página o sección pertinente. Regla 36.3(b)(2) de Procedimiento Civil de 2009, 32 L.P.R.A. Ap. V, R. 36.3(b)(2) (2010).

De otra parte, puede también el oponente someter hechos materiales adicionales que alegadamente no están en disputa y que impiden se dicte sentencia sumaria. Le compete entonces, similar al proponente, enumerarlos en párrafos separados e indicar la pieza evidenciaria que los apoya con referencia específica al fragmento de ésta en que descansa cada aserción. Regla 36.3(b)(3) de Procedimiento Civil de 2009, 32 L.P.R.A. Ap. V, R. 36.3(b)(3) (2010).

Se dispone para que, de proceder en derecho, el tribunal dicte sentencia sumaria a favor del promovente si la parte contraria no responde de forma detallada y específica a una solicitud debidamente formulada. Regla 36.3(c) de Procedimiento Civil de 2009, 32 L.P.R.A. Ap. V, R. 36.3(c) (2010).

De igual forma, toda relación de hechos propuesta por cualquiera de las partes que se encuentre sustentada según exige dicho precepto podrá considerarse como admitida "a menos que esté debidamente controvertida conforme lo dispone esta regla". Regla 36.3(d) de Procedimiento Civil [\*24] de 2009, 32 L.P.R.A. Ap. V, R. 36.3(d) (2010).

Como parte del nuevo esquema para disponer de una solicitud de sentencia sumaria, se le concede también al tribunal la potestad de excluir aquellos hechos propuestos por cualquiera de las partes que no hayan sido debidamente numerados o que no tengan correlación específica a la evidencia admisible que supuestamente los sostiene. Regla 36.3(d) de Procedimiento Civil de 2009, supra.

Más aún, el juzgador no viene obligado a tomar en cuenta aquellas porciones de declaraciones juradas o de cualquier otra evidencia admisible que no hayan sido expresamente citadas por la parte en la relación de hechos correspondiente de su escrito. Regla 36.3(d) de Procedimiento Civil de 2009, *supra*.

Quiere esto decir que, si la parte contraria se aparta de las directrices expresamente consignadas en el mencionado precepto, entre las que específicamente se encuentra la obligación de aludir al número del hecho propuesto que se pretende contradecir, el tribunal podrá no tomar en consideración su intento de impugnación.

Igualmente, aunque en el proceso de considerar una solicitud de sentencia sumaria el tribunal retiene la discreción de examinar evidencia admisible [\*25] que obre en los autos, pero que ha sido omitida por las partes, éste no viene obligado a hacerlo. Puede, conforme al mecanismo actual, obviar material que las propias partes hayan pasado por alto en sus escritos y resolver estrictamente a base de lo que haya sido presentado

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acatando el método procesal consignado en la nueva Regla 36.3 de Procedimiento Civil de 2009, *supr*a.

Según se desprende de lo anterior, el método recién implantado coloca sobre las partes, quienes conocen de primera mano sus respectivas posiciones, así como la evidencia disponible en el caso, el deber de identificar cada uno de los hechos que estiman relevantes, al igual que la prueba admisible que los sostiene. Se facilita, por lo tanto, el proceso adjudicativo al poner al tribunal en posición de evaluar conjuntamente las versiones encontradas para cada uno de los hechos refutados a la luz de las referencias a la prueba que alegadamente los apoya. Este sistema claramente agiliza la labor de los jueces de instancia y propende la disposición expedita de aquellas disputas que no necesitan de un juicio para su adjudicación.

Es por ello que mediante estas nuevas disposiciones nuestro ordenamiento procesal expresamente [\*26] le exige a la parte oponente examinar cada hecho consignado en la solicitud de sentencia sumaria y, para todos aquellos que considera que existe controversia, identificar el número del párrafo correspondiente y plasmar su versión contrapuesta fundamentada en evidencia admisible. La numeración no es un mero formalismo, ni constituye un simple requisito mecánico sin sentido. Por el contrario, tiene un propósito laudable, por lo que su relevancia es indiscutible y queda claramente evidenciada luego de una interpretación integral de las enmiendas acogidas en el 2009. De lo contrario, las enmiendas a la Regla 36 de Procedimiento Civil de 2009, supra, no tendrían valor práctico alguno.

Recordemos que las decisiones discrecionales que toma el Tribunal de Primera Instancia no serán revocadas a menos que se demuestre que ese foro abusó de su discreción. Véanse, por ejemplo, VDE Corporation v. F & R Contractors, 180 D.P.R. 21, 41 (2010); y Pueblo v. Rivera Santiago, 176 D.P.R. 559, 580 (2009). El propósito de esa regla consiste en que los foros apelativos no deben pretender administrar ni manejar el trámite regular de los casos ante el foro primario. Es cierto que "[l]a tarea de determinar cuándo [\*27] un tribunal ha abusado de su discreción no es una fácil. Sin embargo, no tenemos duda de que el adecuado ejercicio de discreción judicial está estrechamente relacionado con el concepto de razonabilidad". Rivera y otros v. Bco. Popular, 152 D.P.R. 140, 155 (2000). Por eso, hemos definido la discreción como "una forma de razonabilidad aplicada al discernimiento judicial para llegar a una conclusión justiciera". IG Builders et al. v. BBVAPR, 185 D.P.R. 307, 338 (2012) (cita omitida); y Pueblo v. Rivera Santiago, supra. De esa manera, la discreción se "nutriel de un juicio racional apoyado en la razonabilidad y fundamentado en un sentido llano de justicia; no es función al antojo o voluntad de uno, sin tasa ni limitación alguna". Santa Aponte v. Srio. del Senado, 105 D.P.R. 750, 770 (1977). De igual forma, "no significa poder para actuar en una forma u otra, haciendo abstracción del resto del Derecho". Bco. Popular de P.R. v. Mun. de Aquadilla, 144 D.P.R. 651, 658 (1997) (cita omitida), Véase, además, IG Builders et al. v. BBVAPR, supra.

Un tribunal abusa de su discreción:

[C]uando el juez no toma en cuenta e ignora en la decisión que emite, sin fundamento para ello, un hecho material importante [\*28] que no podía ser pasado por alto; cuando el juez, por el contrario, sin justificación ni fundamento alguno, concede gran peso y valor a un hecho irrelevante e inmaterial y basa su decisión exclusivamente en éste, o cuando, no obstante considerar y tomar en cuenta todos los hechos materiales e importantes y descartar los irrelevantes, el juez los sopesa y calibra livianamente.

Pueblo v. Rivera Santiago, supra, pág. 580."

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POR TODO LO CUAL, se solicita muy respetuosamente de este Honorable Tribunal declare ha lugar la presente solicitud de sentencia sumaria y ordene el pago de las cuantías reclamadas que suman \$969,292.22, más los intereses que se continúan acumulando. Se solicita además costas y honorarios de abogado.

RESPETUOSAMENTE SOMETIDO.

CERTIFICO: Que he enviado copia fiel y exacta de este documento a Lcda. Marilena Roman Gandulla y Lcda. Natalia Ramírez Díaz, 252 Ave. Ponce de León, Citibank Tower Piso 12, San Juan, Puerto Rico 00918.

En San Juan, Puerto Rico, a \_

///

FERNANDO E. AGRAI

T.S. NÚM. 3772

701 AVENIDA PONCE DE LEON EDIFICIO CENTRO DE SEGUROS

OFICINA 414

SAN JUAN, PUERTO RICO 00907

TELS. 787-725-3390/3391

FAX 787-724-0353

EMAIL: agraitfe@agraitlawpr.com

Case:17-03283-L#S Doc#:23627 Filed:02/24/23 Entered:02/24/23 18:59:22 Desc: Mair Document Page 22 of 236 Anejo 1

### Government of Puerto Rico PUBLIC BUILDINGS AUTHORITY San Juan, Puerto Rico

2012-C00036

AGREEMENT C00036 (2011-2012)

### APPEAR

AS PARTY OF THE FIRST PART: The Public Buildings Authority, ID. No. 660-43-3801, under the authority vested in him by Law No. 56 of June 19, 1958, as amended, hereinafter referred to as "THE PBA"; represented by the Executive Sub Director, Arch. Astrid Díaz Vega, of legal age, single and resident of San Juan, Puerto Rico.

-AS PARTY OF THE SECOND PART: AIREKO CONSTRUCTION CORP., IRS No. 660-28-6068, a corporation organized and existing under the laws of the Commonwealth of Puerto Rico, with principal offices at Caguas, Puerto Rico, herein represented by its Vice President of Operations, Edgardo Albino, of legal age, married and resident of Caguas, Puerto Rico, hereinafter referred to as "THE CONTRACTOR".

### WITNESSETH

WHEREAS: Both parties are authorized to execute this Agreement and will attest accordingly when and wherever necessary.

WHEREAS: THE PBA has the responsibility to administrate and maintain the buildings, facilities and utilities under its ownership.

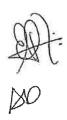
WHEREAS: THE PBA is committed to the Installation of Modular Office System & Interior Improvements to the Third and Fourth (3<sup>rd</sup> & 4<sup>th</sup>) Floor on the North Building at Roberto Sánchez Vilella Government Office Center ("Minillas"), San Juan, Puerto Rico.

WHEREAS: THE CONTRACTOR has the expertise and resources to accomplish the project.

Now, therefore, THE PBA and THE CONTRACTOR enter into this Agreement under the following:

### TERMS AND CONDITIONS

ARTICLE 1 - Statement of Work: THE CONTRACTOR shall furnish all labor, equipment, material and services or otherwise, as indicated in the Bidding Documents for the execution of PBA Project No. AEP-1120W at San Juan, Puerto Rico. All work will be in strict



### Case:17-03283-L¶S Doc#:23627 Filed:02/24/23 Entered:02/24/23 18:59:22 Document Page 23 of 236

accordance with the Contract Documents, all of which are made part here of and listed in Article 7 of this Contract.

ARTICLE 2 - The Contract Amount: For the performance of the work described in Article 1 of this Contract THE PBA shall pay THE CONTRACTOR and for the term of the Contract the maximum amount of Two Million Seventy Six Thousand Seven Hundred Seventy Nine Dollars (\$2,076,779.00), from Account No. 16000-0000-1120W-00-000-1000-0000.

ARTICLE 3 - Change orders: Change orders under this Contract will be authorized and executed according to the provisions of the General Conditions set forth in the Bidding Documents.

ARTICLE 4 - Time for Completion: THE CONTRACTOR will start working under this Contract on the date to be specified in the written order to proceed by THE PBA and will complete all work there under within ninety (90) consecutive calendar days computed from the date stated in the order to proceed.

ARTICLE 5 - Liquidated Damages: THE CONTRACTOR and his surety shall be liable for and shall pay to THE PBA the amount of Two Thousand dollars (\$2,000.00), as fixed liquidated damages for each calendar day the completion of this project is delayed, and such delay is attributable and within the control of THE CONTRACTOR, until the work is completed to the satisfaction of THE PBA, according to the Contract.

ARTICLE 6- Hold Harmless Agreement: THE CONTRACTOR and its insurer will hold harmless and released THE PBA from and against any and all claims, demands and/ or suits, whether judicial or extrajudicial for any cause whatsoever, arising out of, or related to, the execution of this contract, and THE CONTRACTOR and its insurer will defend THE PBA from such claim, demands and or suits and will bear all the expenses for such defense.

### ARTICLE 7 - Contract Documents:

- (a) THE CONTRACTOR will deliver to the PBA within five (5) days of the signing of the contract all documents, including the following:
  - a. Performance Bond 100%
  - b. Payment Bond 100%
  - c. Workmen's Compensation Insurance Statutory
  - d. Employer's Liability
  - Comprehensive General and Automobile Liability Insurance including Owner's protective Liability
  - Hold Harmless Clause
  - g. Builder's Risk



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- h. Installation Floater
- (b) THE CONTRACTOR holds PBA harmless of any claim arising out of the performance of the work agreed on this contract and during the before mentioned period of five (5) days in which THE CONTRACTOR will furnish the documents to PBA enumerated above from "a" to "h".
  - (c) In addition to This Agreement the following documents form part of the Contract:
  - 1. Contractor's Proposal dated November 9, 2011 and Letter of Award dated January 11,
  - 2. Addendum Number: 1. Date September 19, 2011
    - 2. Date September 26, 2011
    - 3. Date October 4, 2011
    - 4. Date October 25, 2011
    - 5. Date October 28, 2011
  - 3. Instructions to Bidders
  - Uniform General Conditions for Public Works Contracts
  - Supplementary General Conditions (PBA May 13, 2011)
  - Special Conditions
  - 7. Supplementary Special Conditions
  - 8. Technical Specifications & Drawings

All documents enumerated in this Article form part of the Contract. In the event that any provision in any of the clauses, terms or conditions or articles of this Contract conflicts with any provisions of the other documents enumerated in Article 7, it is understood that the provisions in the documents set forth on Article 7 will govern, except as otherwise specifically stated in the contract drawings and the technical specifications, which shall be approved by THE PBA in writing.

### ARTICLE 8 - Required Certifications:

THE CONTRACTOR hereby certifies that at the execution of this Agreement, it has filed income tax returns in the Commonwealth of Puerto Rico during the past five (5) years.

THE CONTRACTOR also certifies that it does not have any outstanding debts with the Commonwealth of Puerto Rico to include income taxes, real or chattel property taxes, unemployment insurance premiums, worker's compensation payment and Driver's Social Security, or in case it has debts related to one (or more) of the aforementioned premiums, has an installment plan (s) which is (are) being complied with.

THE CONTRACTOR also certifies that either it has no alimony obligation, or has alimony obligation with which is fully complying.



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It is expressly acknowledged that these are essential conditions of this Agreement as required by law and by Executive Orders. If any of these certifications are incorrect, THE PBA shall have cause for the immediate termination of the Agreement, and THE CONTRACTOR will have to reimburse any amount of money received under this Agreement. Prior to the execution of this Agreement, THE CONTRACTOR will present to THE PBA the corresponding certifications issued by the Department of the Treasury, the Department of Labor and Human Resources, and the Municipal Revenues Collection Center, (CRIM by its Spanish acronym).

ARTICLE 9 — **Definition Tax Debt:** For purposes of this Agreement, tax debt shall mean any debt that THE CONTRACTOR or other parties which THE PBA authorizes THE CONTRACTOR to subcontract may have with the Commonwealth of Puerto Rico for income taxes, excise taxes, real or chattel property taxes, including any special taxes levied, license right, tax withholdings for payment of salaries, taxes on the payment of interest dividends, and income to individuals, corporations and nonresident partnerships, for payment of interests, dividends and other earnings shares to residents, unemployment insurance premiums, workers compensation payments, and Driver's Social Security.

the corresponding documents from the Department of the Treasury (Income Tax), Department of Labor and Human Resources (Unemployment Insurance Temporary Disability, and/or Social Security for drivers), and/or the Municipal Revenues Collection Center ("CRIM") (tax on real property and/or chattels) within the next sixty (60) calendar days from the execution of the present contract, then this Agreement shall be terminated without any further need of any kind of notice, and without the right to receive any payment that may be due. The payment that may be due shall be transferred to the corresponding governmental instrumentality, so that it may make the appropriate credit. If THE CONTRACTOR has any debt with the Department of the Treasury (Income Tax), Department of Labor and Human Resources (Unemployment Insurance, Temporary Disability and/or Social Security for Drivers), and/or Municipal Revenues Collection Center ("CRIM") tax on real property and/or chattels), it hereby authorize the Authority to retain any amount due, and the same shall be transferred to the corresponding governmental instrumentality, so that it may make the appropriate credit, unless THE CONTRACTOR accepted a payment plan and submitted authentic evidence to that effect.

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ARTICLE 11 - Withholdings Prescribed by Law: THE CONTRACTOR is an independent contractor. THE PBA is under no obligation to make withholdings in relation to THE CONTRACTOR'S employees. THE CONTRACTOR is responsible for complying with the Social Security Laws, Workmen's Compensation Insurance and all other applicable laws or regulations.

ARTICLE 12 – Tax Retention: THE PBA by means of Circular Letter 02-09 of June 28, 2002, has the obligation to withhold seven percent (7%) of payments to THE CONTRACTOR for income tax purposes. THE CONTRACTOR has a document of the Total Release of the Original Retention upon Payments for Services Rendered by Corporations, issued by Puerto Rico Department of Treasury, whereof the retention shall be according to those rules. THE PBA will notify the Puerto Rico Department of Treasury the amount of money paid to THE CONTRACTOR by virtue of this Agreement.

ARTICLE 13 - Confidentiality Agreement: THE CONTRACTOR acknowledges the confidential nature of all internal, non-public, financial, business and information systems relating to THE PBA and to the Commonwealth of Puerto Rico, its agencies, corporations, municipalities, now or hereafter provided to THE CONTRACTOR. THE CONTRACTOR agrees to keep the confidentiality of all the information obtained in connection with the services being rendered hereunder, as long as this information is not previously known to THE CONTRACTOR, is not within the public domain, or is not furnished to THE CONTRACTOR by a third party who is under no obligation to keep it confidential. THE CONTRACTOR will keep the confidentiality of all documents, materials, data, and information that THE PBA furnishes to THE CONTRACTOR and will not reveal it, make it public or disclose any of it without the previous written consent of THE PBA. THE CONTRACTOR may reveal such materials to those officers and employees of THE CONTRACTOR who need to know such information to fulfill the purpose of this Agreement, provided that such persons will be advised of the confidential nature of it. THE CONTRACTOR will instruct them and they will agree to treat such information confidentially. The subsequent use by these employees of their general knowledge, skills and experience, does not constitute a breach of this Agreement. The terms of this Article does not limit THE CONTRACTOR from providing similar products or services to other customers.

AN.

ARTICLE 14 — All information, working papers, reports and documents related to the work being contracted hereunder, are the exclusive property of THE PBA; excluding THE CONTRACTOR'S previous information, methodologies, tools, reports, report formats, copyrights, patents or trademarks preexisting the project.

ARTICLE 15 - <u>Subcontracting:</u> THE CONTRACTOR will not subcontract the services requested hereby, nor can it subcontract experts or other persons to perform any of the activities and tasks or deliverables detailed in the project, without the previous written approval of THE PBA.

ARTICLE 16 – Rescission: THE PBA may rescind this Agreement to its convenience giving written notice to THE CONTRACTOR thirty (30) days in advance. THE PBA may also rescind this Agreement at any moment that THE CONTRACTOR violates any of its contractual obligations. THE CONTRACTOR will be responsible for any damages that this violation may cause.

ARTICLE 17 - THE CONTRACTOR is an independent contractor and as such neither its employees nor its subcontractors are agents, employees or representatives of THE PBA.

ARTICLE 18 - Both parties agree not to discriminate for reasons of race, color, sex, origin or social condition, age, political or religious belief, handicap, or any other reason during the performance of this Agreement.

ARTICLE 19 — Claims against the Commonwealth of Puerto Rico: THE CONTRACTOR will be responsible for any claim against the Commonwealth of Puerto Rico, which may arise from THE CONTRACTOR'S negligence and in any such claim THE CONTRACTOR will satisfy any judgment or administrative determination against THE PBA. THE PBA will provide a copy of the claim to THE CONTRACTOR and agrees to cooperate.

ARTICLE 20 – THE CONTRACTOR will not transfer the rights under this Agreement, without the prior written consent of THE PBA.

ARTICLE 21 – <u>Ultra Vires Clause</u>: In accordance with the laws and regulations that govern the covenant of services, the parties agree herein that no services will be rendered until all parties duly sign this Agreement. Services rendered in violation of this clause will not be paid, since any person that request and accepts the services from the other party in violation of this condition will be doing so without legal authority.



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ARTICLE 22 - Prior Agreements: This Agreement replaces any prior agreement and prevails over any related agreement or document, including the corresponding addendums.

ARTICLE 23 - Amendments: It is understood that this Agreement, including the corresponding addendums, is the sole agreement between the parties herein with regard to the services covered hereby and may not be changed orally, but may be amended in writing, by mutual agreement of the parties.

ARTICLE 24 - Laws Governing this Agreement: This Agreement will be interpreted according to the laws of the Commonwealth of Puerto Rico. Should any clause of this Agreement be declared null or void, the remaining portions of this Agreement shall continue to be binding on the parties as written. If a conflict exists between the laws, which apply to the interpretation of this Agreement, in the absence of clear preemption by Federal Laws, the Laws of Puerto Rico will prevail.

ARTICLE 25 - Dispute Settlement: In addition to what is stated in the general conditions for the Settlement of Disputes and Arbitration, Arbitration proceedings will be conducted in accordance with the law and jurisprudence of Puerto Rico.

ARTICLE 26 - THE CONTRACTOR declares that no employee or officer of the Authority has a pecuniary interest (direct or indirect) on the provision of this Agreement in accordance with Law 12 of July 24, 1985, as amended, known as the Ethics in Government Act. Similarly, the official representative of the Authority in this act shall not have any pecuniary interest in it's the realization. THE CONTRACTOR agrees that it meets the ethical standards of their profession and takes responsibility for their actions.

ARTICLE 27 -THE CONTRATOR expressly holds harmless and released PBA from any and all responsibility for actions taken by its employees or officers, and of any claim or suit that may arise directly or indirectly for the services to be performed under this contract. This waiver shall be construed in the most favorable way to the PBA, including the release from payment of any award and litigation costs, interest and fees.

ARTICLE 28 - THE CONTRATOR certifies that none of its directors, partners or employees is or has been employed by the PBA during the past two (2) years prior to the signing of this contract. No executive agency shall execute contracts with or for the benefit of persons who have been public officers or employees of said executive agency until after two (2) years have elapsed from the time said person has ceased working as such. The Governor may issue an

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exemption regarding the applicability of this provision for the benefit of the public service. This prohibition shall not apply to contracts for services rendered ad honorem.

ARTICLE 29 – THE CONTRACTOR certifies that it has not been convicted of felonies against the public integrity, as defined in the Penal Code, or misappropriation of public funds and has not been convicted of this offense in the courts of the Commonwealth of Puerto Rico, in the federal courts or courts of any jurisdiction of the United States of America. If found guilty of the above, the contract for professional services or advisory shall be rescinded. The contractor has the duty to continuously inform on this matter, during all procurement and implementation stages of the contract.

ARTICLE 30 – THE CONTRATOR recognizes that in the discharge of their profession has a duty of complete loyalty to the PBA, which includes not having any conflicting interest to the PBA. Conflicting interests is to be defined and includes the representation of clients who have, or may have, opposing interests with the PBA. It also includes the continuing obligation to disclose to the PBA in all circumstances, any conflict of interest that may improperly influence the PBA during the award or term of this contract.

Furthermore, THE CONTRATOR agrees that conflict of interests is when actions or behavior does not conform to the ethical standards of their profession, or the laws and regulations of the Commonwealth of Puerto Rico. In contracts with companies, corporations or professional firms, it constitutes a violation of this prohibition any action performed by its directors, partners or employees.

In any event PBA understands that there are circumstances in which THE CONTRATOR has incurred in actions that have resulted in a conflict of interest; PBA will notify THE CONTRATOR in writing of its findings and its intention to rescind the contract within thirty (30) days. Within this term, THE CONTRATOR may request a meeting with the PBA to present their arguments in such determination of conflict, which will be granted in all cases. Failure to request such a meeting at the above-mentioned period or if the dispute is not solved satisfactorily during the meeting granted, the contract is understood to be rescinded at the end of the thirty (30) day period.

ARTICLE 31 — The Contractor accepts being knowledgeable of the rules of ethics of his profession and assumes responsibility for his own actions.



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ARTICLE 32 - Any service or assistance that the Contractor requires for PBA during after business hours where union members employees are needed, will be recognized as a construction cost by the Contractor and payable to PBA through a deductive change order.

ARTICLE 33 - Parties agree THE CONTRACTOR may not alter the procedures or decisions that substantially affect the administrative policy established by the Authority without the prior written consent of the PBA.

ARTICLE 34 - No benefit or compensation under this contract may be required until it is filed for record in the Office of the Comptroller pursuant to the provisions of Law No. 18 of October 30, 1975, as amended. (Law No. 127 of May 31, 2004).

IN WITNESS WHEREOF, the parties understand this Agreement and have caused this Agreement to be executed by their duly authorized representatives as of this 23 of February in the year two thousand twelve (2012).

PUBLIC BUILDINGS AUTHORITY

AIREKO CONSTRUCTION CORP.

Executive Sub Director

Vice President of Operations

APPROVED AS TO LEGAL FORM

### GOBIERNO DE PUERTO RICO AUTORIDAD DE EDIFICIOS PÚBLICOS

2012-C00036-A

### ENMIENDA A CONTRATO DE CONSTRUCCION NÚM. C00036 (2011-2012)-A

### COMPARECEN

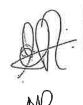
DE LA PRIMERA PARTE: La AUTORIDAD DE EDIFICIOS PÚBLICOS, una Corporación Pública e Instrumentalidad del Estado Libre Asociado de Puerto Rico, Seguro Social Patronal 660-43-3801, en adelante denominada la AEP en virtud de la AEP que le confiere la Ley Número 56 del 19 de junio de 1958, según enmendada y los Reglamentos Internos, representada en este acto por la Subdirectora Ejecutiva, Arq. Astrid Díaz Vega, mayor de edad, soltera, y vecina de San Juan, Puerto Rico.

DE LA SEGUNDA PARTE: AIREKO CONSTRUCTION CORP., una corporación organizada y autorizada a operar bajo las leyes del Gobierno de Puerto Rico y con Seguro Social Patronal Núm. 660-28-6068, con oficinas principales en Caguas, Puerto Rico, representada en este acto por su Vice Presidente, Edgardo Albino, mayor de edad, casado y residente de Caguas, Puerto Rico, en adelante denominado EL CONTRATISTA.

### **EXPONEN**

PRIMERO: La Autoridad de Edificios Públicos (AEP) ha incurrido en obligaciones relacionadas a las Nuevas Oficinas de Pasaportes. Estos compromisos han generados cambios en las remodelaciones que la AEP realiza para conformar las especificaciones requeridas a las necesidades de los Inquilinos, Agencias e instrumentalidades hermanas, que sirven al Pueblo de Puerto Rico conforme sus especialidades.

El 23 de febrero de 2012, las Partes suscribieron el Contrato Núm. C00036 (2011-2012), mediante el cual EL CONTRATISTA se obligó a llevar a cabo la Instalación del Sistema Modular de Oficinas y las Mejoras a Interiores de los Pisos 3 y 4 de la Torre Norte del Centro Gubernamental Roberto Sánchez Vilella (Minillas), San Juan, Puerto Rico, AEP-1120W.



SEGUNDO: En la Minuta Núm. 85 (2011-2012) de la Subasta, se adjudicó para los Pisos 3 y 4, donde estarían localizadas las nuevas oficinas del Departamento de Asuntos al Consumidor (DACO), sin embargo DACO declinó el ubicar sus oficinas en el Piso 4.

TERCERO: Unos de los cambios fundamentales requerido por el Departamento de Asuntos del Consumidor (DACO) fue el evitar que sus operaciones fueran afectadas mediante dos mudanzas. Para ello, la AEP atendiendo las necesidades de su inquilino (DACO), ofreció ubicar sus oficinas en los Pisos 3 y 9. Habiendo este consentido, AEP sustituyó el cambio de localización de Proyecto previamente subastado para el piso cuatro (4) para realizarse en el piso Nueve (9). Este carribio de localización no afectó el presupuesto de construcción, diseño o el "Scope" que fue objeto de Subasta.

CUARTO: Por tanto, Las partes interesan otorgar esta ENMIENDA con el propósito de especificar los cambios antes establecidos, por la cual las nuevas facilidades de DACO se ubicarán en los Pisos 3 y 9.

QUINTO: Todas las demás cláusulas y condiciones del Contrato Núm. C00036 (2011-2012) mantienen toda su vigencia y vigor.

POR TODO LO CUAL, las Partes firmán esta ENMIENDA el día 😤 de MARZO de 2012.

AUTORIDAD DE EDIFICIOS PÚBLICOS

AIREKO CONSTRUCTION CORP.

Astrid Diaz Vega SubDirectora Ejecutiva

Edgardo Albino Vice Presidente

A REDACCION/LEGAL

### ESTADO LIBRE ASOCIADO DE PUERTO RICO AUTORIDAD DE EDIFICIOS PÚBLICOS

2012-C00036-B

### ENMIENDA A CONȚRATO DE CONSTRUCCION NUM. C00036 (2011-2012)-B

### COMPARECEN

DE LA PRIMERA PARTE: La AUTORIDAD DE EDIFICOS PÙBLICOS, una Corporación Pública e Instrumentalidad del Estado Libre Asociado de Puerto Rico, en adelante denominada la AEP, en virtud de la autoridad que le confiere la Ley Número 56 del 19 de junio de 1958, según enmendada, y los Reglamentos Internos, representada en este acto por la Directora Ejecutiva, Wanda Acevedo, mayor de edad, soltera y vecina de Caguas, Puerto Rico.

DE LA SEGUNDA PARTE: AIREKO CONSTRUCTION CORP., una corporación organizada y autorizada a operar bajo las leyes del Gobierno de Puerto Rico con oficinas principales en Caguas, Puerto Rico, representada en este acto por su Vicepresidente, Edgardo Albino, mayor de edad, casado y residente de Caguas, Puerto Rico, en adelante denominado EL CONTRATISTA.

### **EXPONEN**

PRIMERO: La Autoridad de Edificios Públicos (AEP) ha incurrido en obligaciones relacionadas a las Nuevas Oficinas de Pasaportes. Estos compromisos han generados cambios en las remodelaciones que la AEP realiza para conformar las especificaciones requeridas a las necesidades de los inquilinos, agencias e instrumentalidades hermanas que sirven al Pueblo de Puerto Rico conforme sus especialidades.

SEGUNDO: El 23 de febrero de 2012, las partes suscribieron el Contrato Núm. C00036 (2011-2012) mediante el cual EL CONTRATISTA se obligò a llevar a cabo la Instalación del Sistema Modular de Oficinas y las Mejoras a Interiores de los Pisos 3 y 4 de la Torre Norte del Centro Gubernamental Roberto Sànchez Vilella (Minillas), San Juan, Puerto Rico, AEP-1120W.

TERCERO: Mediante enmienda suscrita el 8 de marzo de 2012, las partes acordaron enmendar el contrato original con el proposito de relocalizar la ubicación del Proyecto previamente subastado para el piso cuatro (4) al piso nueve (9) de la Torre Norte sin afectar el

presupuesto de construcción, diseño o el alcance de los trabajos a realizarse ("Scope of Works")

que fue objeto de Subasta.

CUARTO: Desde mayo de 2012, los trabajos contratados para el proyecto han estado

paralizados.

QUINTO: Las partes han acordado enmendar el contrato a los efectos de volver a

relocalizar la ubicación del Proyecto y devolverla a su ubicación original, entiendase el piso

cuatro (4) de la Torre Norte del Centro Gubernamental Roberto Sànchez Vilella.

SEXTO: Las partes reconocen que al momento de paralizarse los trabajos de

construcción contratados, EL CONTRATISTA había comenzado a realizar trabajos en el piso

nueve (9). Reconocen, además, que al reubicar el Proyecto a su localización original, entièndase

el piso cuatro (4), EL CONTRATISTA deberà realizar ciertos trabajos que requeriran un cambio

al "Scope of Work" y a tiempo de construcción objeto de la Subasta y que dicho cambio no

puede hacerse hasta tanto la Torre Norte, actualmente cerrada, sea reabierta y ambas partes

puedan realizar una inspección del piso cuatro (4) encaminada a determinar las condiciones

existentes en el piso.

SEPTIMO: Por tanto, las partes interesan otorgar la presente enmienda con el propòsito

de relocalizar la ubicación del Proyecto al piso cuatro (4) de la Torre Norte del Centro

Gubernamental Roberto Sànchez Vilella.

OCTAVO: Todas las demàs clàusulas y condiciones del CONTRATO NUM. C00036

(2011-2012), según enmendado, mantienen toda su vigencia y vigor.

POR TODO LO CUAL, las partes firman esta enmienda el día 22 de enero de 2013.

AUTORIDAD DE EDIFICIOS PÚBLICOS

AIREKO CONSTRUCTION CORP.

Wanda Acevedo Torres

Directora Ejecutiva

SS Patronal Núm. 660-43-3801

Edgardo Albino

Vicepresidente

SS Patronal Núm. 660-28-6068

APROBADO EN CUANTO A REDACCION LEGAL

20-ellio-2013

# Certificación #2 (Factura #AI-24-080022)



PO Box 2128 San Juan PR CO922-2128 (787)653-6300 Fax(787) 653-0121/0122/0123/0124 119 Tuque Ind. Park Ponce PR 00731-7600 787)844-4001 Fax (787)793-3555

### LETTER OF TRANSMITTAL

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PROYECTO:	INST. MODULARES Y M	IEJ. INT	r. PISO 3 Y 9		
MUNICIPIO	SAN JUAN, PR	·			
AEP #: PERIODO DE LA CEF	1120W RTIFICACION: 01	I-MAYC	9-12 @ 31-MAYO-12		
APPTICION OUTS LAS	SIGNIENTES PARTIDAS	S HAN S TA CER	SIDO VERIFICADAS POR TIFICACIÓN PARA PAGO	м(,	
HOJA DE I	DESGLOSE DE PAGO IN	IICIADA	POR TODAS LAS PARTE	S.	
	INSPECTOR EN CERTIF				
	SUPERVISAOR EN CER				
	E DE PAGO COTEJADO				
NOMINAS	DE PERIODO - INCLUIDA	Α			
FORMA SO	CHEDULE OF MATERIAL	STORE	- INCLUDA		
FACTURAS	S DE MATERIAL ON SITE	E (INDI	CAR LA CANTIDAD DE FA	(CTURAS)	•
FORMA DE	E SUMMARY OF MATERI	IAL ON	SITE INCLUIDA		
CURVA "S	" - (DIAGRAMA DE BARR	RAS)			
POLIZA BL	JILDER RISK VIGENTE		FECHA DE VENCIMIENT	го:	6/30/2012
POLIZA PL	JBLIC LIABILITY VIGENT	E	FECHA DE VENCIMIENT	°O:	10/1/2012
POLIZA F.S	S.E. VIGINGE	82	FECHÀ DE VENCIMIENT	°O:	6/30/2012
POLIZA DE	WORKER'S COMPSATI	ION	FECHA DE VENCIMIENT	°C:	10/1/2012
EVIDENCIA	A DE PAGO DE POLIZAS	(RECIE	BO DE PAGO) (SI APLIÇA	.)	
NOMBRE DE INSPEC	TOR:				
FIRMA DE INSPECTO	R:				
FECHA:	Was transfer of the second				
SUPERVISIÓN, EN CA	ASO DEL CONTRATISTA SOMETIDO LA DOCUMEN	PUEDE NTACIĆ	SOS DE LA INSPECCION E SER LA PERSONA AUTO ON CORRESPONDIENTE A MAQUINILLA O EN LETRA	LA AGEN	VCIA.





P.O. Box 2128 San Juan, PR 00922-2128 Tel. (787) 653-6300

INVOICE No. Al-23-06064

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n a		07/1	IV.	(ZUI	

#### CERTIFICATE FOR PAYMENT

PROJECT: INSTALACION SIST. MODULAR Y MEJORAS INTERIORES PISO 3 Y 9 **CERTIFICATION NO: 02** TORRE NORTE CENTRO GUB. MINILLAS - SAN JUAN PERIOD ENDING: 05/31/2012 PROJECT #: 201271-170 2,076,779.00 1. CONTRACT AMOUNT 2. APPROVED CHANGE ORDERS 2,076,779.00 3. TOTAL CONTRACT AND APPROVED CHANGE ORDERS 685,479.71 4. TOTAL VALUE OF WORK PERFORMED TO DATE 68,547.97 5. LESS: 10% RETAINAGE 616,931.74 VET AMOUNT EARNED ON WORK PERFORMED CERTIFIED TO DATE 355,149.17 7. LESS: NET AMOUNT PREVIOUSLY CERTIFIED 261,782,57 8. NET AMOUNT DUE ON WORK PERFORMED THIS PERIOD 387,857.77 9.  $\_$  90 $\_$ % to be paid for value of material stored at the close of this period 0.00 10. LESS: AMOUNT PAID FOR MATERIALS STORED AT THE CLOSE OF LAST PERIOD 11. AMOUNT TO BE PAID (DEDUCTED) ACCORDING TO THE DIFFERENCE BETWEEN LINES 9 & 10 OF THIS CERTIFICATE 0.00 649,640.34 12. TOTAL PAYMENT DUE THIS PERIOD (LINE 8 & 11) RECEIVED BY: SUBMITTED BY: Ing. Kenneth Báez Project Manager DATE: DATE:

APPROVED BY:

#### Case:17-03283-LTS Doc#:23627 Filed:02/24/23 Entered:02/24/23 18:59:22 Desc: Main Document Page 39 of 236

White - Finance Blue - Const. Dept

### PUBLIC BUILDINGS AUTHORITY

SANJUAN, PUERTO RICO



Pink - Contractor Yellow - Inspection

PERIODICAL ESTIMATE FOR PARTIAL PAYMENT

Periodical Estimate No.

For Period 01-May-12

31-May-12 , to

INSTALACION SIST, MODULAR OFIC, Y MEJ, INTERIORES PISO 3 Y 9, TORRE NORTE CTRO. GUB. MINILLAS - SAN JUAN

Project # 1120W

Contract Due Date: 05-Jun-12

Extended Contract Due Date

Name of Contractor AIREKO CONSTRUCTION CORP.

PO BOX 2128 Address

20022-212 Contract No. C-00035(11-12)

					SAN JUAN	PR 00922-2	12 Contract No.	C-000.	36[13-14
ITEM	DESCRIPTION	BREAKDOWN	74	PERFORMED IS PERIOD	PREVIOUSLY COMPLETED	COMPLETED TOTAL TO DATE	UNUSED BALANCE	% COM	VPLETE TO
NO.	of Items	TOTAL	on	AMOUNT	COMPLETED	4+5	2-6	PERIO	D DATE
(1)		(2)	(3)	(4)	(5)	(6)	(7)	(B)	(9)
1	GENERAL CONDITIONS (81)	\$296,000.00		\$40,000,00	\$240,358.00	\$280,358.00	\$15,642.00	13.5	1 94.73
11	MILLWORK (96)	\$18,000.00				\$0.00	\$18,000.00	1	0.0
111	DOORS & WINDOWS ( 08 )	\$65,575.00	ī	\$19,600.00	\$0.00	\$19,600.00	\$45,975.00	29.8	9 29.89
١٧	FINISHES (09)	\$296,047.77		\$90,043.20	\$55,411.20	\$145,454.40	\$150,593.37	30.4	2 49.13
V	SPECIALTIES ( 19 )	\$286,121.00				\$0.00	\$286,121.00		0.00
VI	MECHANICAL WORKS (15)	\$78,600.04		\$29,452.09	\$12,552.31	\$42,004.40	\$36,595.64	37.47	7 53.44
VII	ELECTRICAL WORKS (16)	\$147,533.41		\$38,002.58	\$86,288.68	\$124,291.26	\$23,242.15	25.78	84.25
VOL	ALLOWANCES(17)	\$15,000,00		\$11,250.00	\$0.00	\$11,250.00	\$3,750.00	75.00	75.00
	MULWORK (04)	\$14,400.00				\$0.00	\$14,400.00		0.00
X	DOORS & WINDOWS (08)	\$61,325.00				\$0.00	\$61,325.00		0.00
)XI	FINISHES (D9)	\$288,479.53		<b>\$13,853.60</b>	\$0.00	\$13,853.60	\$274,625.93	4.80	4,80
XII	SPECIAL/FIES (10)	\$268,821.00				\$0.00	\$268,621.00		0.00
XIII	MECHANICAL WORKS (15)	\$78,540.30	7	\$4,000.00	\$0.00	\$4,000.00	\$74,540.30	5.09	5.09
VIV	ELECTRICAL WORKS (16)	\$147,535.95		\$44,668.05	\$0.00	\$44,668.05	\$102,867,90	30.28	30.28
χV	ALLOWANCES(17)	\$15,000.00				\$0.00	\$15,000.00		0.00
		\$2,076,779.00	13	290,869.52	\$394,610.19	\$685,479.71	\$1,391,299.29	14.01	33.01

Rajo pena de aulidad absoluts certifico que niagón servidor público de la Autoridad de Edificios Públicos es parte o tiene algán interés en las ganancias o beneficios producto del contrato objeto de esta factora y de ser parte o tener interio en las gapantes o beneficios producto del contrato tia mediado una dispensa previa. La saica consideración para soministrar los bienes o arreielos objeto del gentrato ha lido el pago acordado con el representante autorizado de la agencia. El importe de esta factura es justo y correcto. Los trajujos de construcció han side realizados, los productos han sido entregados (los servicios prestados) y no ban sido pagados. Fárius:

\$2,076,779.00 Add: Change Orders Additions - Column 3 - Schedule of Charge Order - Form PBA 1508 .. \$0.00 Less: Change Orders Additions - Column 6 - Schedule of Charge Order - Form PBA 1508. \$0.00 Current Adjusted Contract Amount ... \$2,076,779.00

Fridoy, August 10, 2012

PBA-Form 1509,

COM DORWING THE OF PROJECT 4 Q 10 6 236

Page 2 of 3

PUBLIC BUILDINGS AUTHORITY

SAN JUAN, PUERTO RICO

#### SCHEDULE OF MATERIALS STORED

Supporting Periodical Estimate for Parcial Payment

TO 5/31/2012 For Period: 5/1/2012

Project INSTALACION SIST. MODULAR OFIC. Y MEJ. INTERIORES Project No. AEP 1120W

Name of Prime Contractor AIREKO CONSTRUCTION CORP. Contract No. C-00036(11-12)

IDS OFFICE INTEGRATED DESIG Subcontract No. Name of Subcontractor

DESCRIPTION AND QUALITY	Te	OTAL PRICE
9TH FL-100% OF MATERIAL & FR	347	\$142,937.09
3RD FL-100% OF MATERIAL & FR	£	\$240,696.99
	Total	383,634.08

Prepared by:

Date: Friday, August 10, 2012

Contractor's Representative

Checkad by:

Resident Engineer:

PBA-Form 1509

COMMONWEACH OF PLANT CHARGE 236

PUBLIC BUILDINGS AUTHORITY

SAN JUAN, PUERTO RICO



# SCHEDULE OF MATERIALS STORED

Supporting Periodical Estimate for Parcial Payment

For Period: 5/1/2012

TO 5/31/2012

Project INSTALACION SIST. MODULAR OFIC. Y MEJ. INTERIORES Project No. AEP 1120W

Name of Prime Contractor AIREKO CONSTRUCTION CORP.

Contract No. C-00036(11-12)

Page 1 of 3

Name of Subcontractor

CARPETS UNLIMITED DIST. CO

Subcontract No.

2

DESCRIPTION AND QUALITY	TOTAL P	RICE
DISPERSE TILE M8731 PISO 9		,153.08
DISPERSE TILE M8731 PISO 3		,165.92
	Total 47.	319.00

Prepared by:

Date: Friday, August 10, 2012

Contractor's Representative

Checkad by:

Resident Engineer:

	Case: 10 - 412		16 FINISH HARDWARE - (3rd Floor) 49	31 15 WOOD DOORS - (3rd Floor)	·	III DOORS & WINDOWS AND	~	II MILL WORK (06)		L U11 PUNCHLIST 3RD FLOOR 1	ile 0 M as-Built drawings				42 m	2 01	f 23	<del>6</del>	i N		1 I GENERAL CONDITIONS (01)		S  BREAK-DOWN FOR PAYMENT  C PROYECTO: INSTALACION SIST. MODULAR OFIC. Y MEJ. INTERIORES PISO 3 Y 9, TORRE NORTE CTRO. GUB. MINILLAS - SAN JUAN  PROYECTO #: 1420W  CONTRATISTA: AIREKO CONSTRUCTION CORP.
			SET	ĘĄ	\$	Sub Total	Ħ	Sub Total	ઈ	2	ß	ន	ភ	ß	เร	LS	દ	rs	ខ	۲S	TINU		, WET INI
	(		\$254,29	5252.74	\$560,00		\$450.00		\$3,000,00	\$3,000.00	\$1,000,00	\$4,500,00	\$100,000.00	\$15,000,00	\$9,000,00	\$102,500,00	\$8,000.00	\$14,500.00	\$5,560,00	\$30,000.00	UNIT PRICE		TERIORES PISC
			\$12,460,00	\$7,835.00	\$23,520.00	\$18,000.00	\$18,000.00	\$295,000.00	\$3,000.00	\$3,000.00	\$1,000.00	\$4,500.00	\$100,000.00	\$15,000.00	\$9,000.00	\$102,500.00	\$8,000.00	\$14,500.00	\$5,500.00	\$30,000.00	TOTAL UNIT PRICE		) 3 Y 9, TORRE
(					0.00								0.60	1.00	1.00	1.00	0,92	1.00	0.37	1.00	אלם	7.	NORTE
		K	}		\$0.00			\$240,358.00					\$60,000,00	\$15,000.00	\$9,000.00	\$102,500.00	\$7,334.00	\$14,500.00	\$2,024.00	\$30,000.00	PREVIOUS		CTRO, GUB, N
					0.0								60.0	100.0	100 0	100.0	91.7	100.0	35.8	100.0	×		AINILLAS
					35.00								0.40								ALD ALD		. SAN JUJ
	(	£.			\$19,600.00			\$40,000.00					\$40,000,00								THIS PERIOD AMOUNT		K.
					35,00								1.00	1.00	1:00	1.00	0.92	1.00	0.37	1.00	TOTAL		CER
	/å	S. 6	S 00	\$0.00	\$19,600.00	\$0,00	\$0.00	\$280,358,00	\$0.00	\$0.00	\$0.00	\$9,00	\$100,000,00	\$15,000,00	\$9,000.00	\$102,500:00	\$7,334.00	\$14,500.00	\$2.024:00	\$30,000.00	TOTAL TO DATE  AMOUNT		CERTIFICACIÓN #: PERÍOD ENDING: Paye 1 of 6
		4	\$12,460.00	\$7,835;00	\$3,920.00	\$18,000.00	\$16,000.00	\$15,642.00	\$3,000.00	\$3,000.00	\$1,000.00	\$4,500,00	\$0:00	50,00	\$0.00	\$0.00	\$666.00	\$0.00	\$3,476,00	\$0.00	UNUSED BALANCE		长: <u>2</u> i: <u>5/3//2012</u> of 6
	2.01	ć	5	5 0	63.3	0.00	0.0	94.72	0.0	0.0	0.0	0.0	0.001	100.0	100.0	100.0	91.7	100.0	36,8	100.0	COMP.	:90	

	Cas	e:17	7-0	328	33-	LTS	D	oc#	‡: <b>2</b> 3			=ilec					En	iter	ed:	:02/	24/	23 1	8:59	9:22	Desc	:: Ма	in
		Friday	32	ें 31	ූ	, 29	≨	K1 04				ıme <		F 24	eag ដ	e 4	43 ( ≥	of 2	236 ਫ਼ੋ	18	₹	17	TEM		PRO CON	BRE	
		Friday, Angust In. 2012	PLUMBING FIXTURES - (3rd Floor)	COLD WATER A/G - (3rd Floor)	SANITARY PIPE - (3rd Floor)	MECHANICAL DEMOLITION (3rd Floor)	MECHANICAL WORKS (15)	FURNITURE EQUIPMENT - (3rd Floor)	OPERABLE WALL PARTITION - (3rd Floor)	BATHROOM ACCESSORIES - (3rd Floor)	TOILET PARTITIONS - (3rd Floor)	SPECIALTIES (10)	. 7	PAINTING - (3rd Floor)	CARPET FLOORING - (3rd Floor)	RESILIENT TILE FLOOR - (3rd Floor)	ACOUSTICAL CEILINGS - (3rd Floor)	MARBLE TILE - (3rd Floor)	CERAMIC TILES FLOOR AND WALLS - (3rd Floor)	GYPSUM BOARD WALLS & CEILINGS ~ (3rd Floor)	FINISHES (09)	INTERIOR GLASS & GLAZING - (3rd Floor)	DESCRIPTION		PROYECTO: PROYECTO#: CONTRATISTA:	BREAK-DOWN FOR PAYMENT	
~ .			FIXTURES	R A/G - (3	1PE - (3rd	r DEMOLI.	AL WORKS	EQUIPME	WALL PAR	ACCESSO	TITIONS -	S(10)		3rd Floor)	ORING - (	ILE FLOOF	CEILING	E - (3rd Flo	ES FLOOR	ARD WALI	\$	LASS & GL	8	PO BOX 2128 SAN JUAN F	INSTAL 1120W AIREKC	FOR P.	
			- (3rd Floo	rd Floor)	Floor)	TION - (3rd	S (15)	NT - (3rd Fl	TITION - (3	RIES - (3rd	(3rd Floor)				3rd Floor)	1 - (3rd Flor	S - (3rd Floo	or)	R AND WAI	LS & CEILII		A2ING - [3		2128 N PR (	ACION S	A YMEN	
			•			Floor)		oer)	rd Floor)	Floor)						ž.	. <u>5</u> .		LS - (3rd F	105 - (3rd F		rd Floor)		00922-2128	INSTALACION SIST. MODULAR ( 1120W AIREKO CONSTRUCTION CORP	T,	
																			ilogr)	'Joar)					ULAR OI		
			6	200	280	-	Sub Total	100	-	24	Ċ'n	Sub Total	34,483			1,468	14,685	2,709	1,272	22,875	Sub Total	<b>₽</b> €			FIC, Y M		
			₽ m	Į	뒤	۵	ota	m >	\$	m A	m A	<u> </u>	. <u>c</u>	1 .	S.Y	Ş	Ş	SF	Ş	F)	<u>a</u>	₩ S	3		EJ. INTI		
			\$1,038.88	\$35,50	\$27,69	\$4,000,00		\$2.500,00	\$17,500.00	5134,00	\$1,061 00		\$0.80		\$21.93	\$2.95	\$3.40	\$7.43	\$3,29	\$6.93		\$5,440.00			ERIORES PIS		
			\$18,700.00	\$7,100.00	\$7,200.00	\$4,000.00	\$286,121,00	\$260,000.00	\$17,500.00	\$3,216.00	\$5,405.00	\$296,047,77	\$27,586.40	20 244	\$31.447.53	54 330 50	\$49,629.00	\$20,127.87	54,184.88	\$158,441 40	\$65,575.00	\$21,760.00	TOTAL		INSTALACION SIST. MODULAR OFIC, Y MEJ. INTERIORES PISO 3 Y 9, TORRE NORTE CTRO. GUB. MINILLAS - SAN JUAN 1120W AIREKO CONSTRUCTION CORP.		
$\overline{}$				120.00	155.00	1.00														8,000.00		977			ENORTE		
		_d	7	\$4,260.00	\$4,292,31	\$4,000.00					2	\$55,411.20								\$55,411.20	\$0,00	AMOUNT	PREVIOUS		CTRO. GUB. I		
			*	60.0	59.63	100.0														35.0		%			MINILLAS		
				60,00	65,00															13,000,00		770	THIS		-SAN JU		
		(		\$2,130.0Q	\$2,353,85						ार	\$90,043.20								\$90,043.20	\$19,600.00	AMOUNT	THIS PERIOD		ž		
a.				180.00	240.00	1.00														21,000,00		977	TOTAL		CEF PER		
			\$0.00	56,390.00	\$6,646,16	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$145,454.40	\$0.00	\$0.00	\$0.00	\$0.00	00.00	7000	sono	\$145,454.40	\$19,600.00	AMOUNT \$0.00	TOTAL TO DATE		CERTIFICACIÓN #; PERIOD ENDINO; Para 2 nC6		
<u>(</u>		1	\$18,700.00	\$710.00	\$553,84	50.00	\$286,121.00	\$260,000.00	\$17,500.00	\$3,216,00	\$5,405.00	\$150,593.37	\$27,586.40	\$31,447.62	\$4,330.60	\$49,929.00	\$20,127.87	\$ 4. OF 00	44 184 88	\$12.987.00	\$45,875.00	BALANCE \$21,760.00	UNUSED	4	V#; <u>2</u> ]; <u>5/31/2012</u>		
CODE		4	0.0	90,08	923	100.0	0.00	0.0	0.0	0.0	0.0	49,13	0.0	0.0	0.0	0.0	0.6			3	29,89	COMP.	×				

Case:17-03283-LTS Doc#:23627 Desc: Main

27 Filed:02/24/23 Entered:02/24/23 18:59:22 Document Page 44 of 236 BREAK-DOWN FOR PAYMENT

PROYECTO#: 1120W PROYECTO: CONTRATISTA: AIREKO CONSTRUCTION CORP. TEM SPR CE INSTALACION SIST. MODULAR OFIC. Y MEJ. (NTERIORES PISO 3 Y 9, TORRE NORTE CTRO. GUB. MINILLAS - SAN JUAN SAN JUAN PR 00922-2128 PO-BOX 2128

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tus, Aug		5 2																				
Friday, August 100-2012	LIANT LAND AND LAND	Counting Add Floor	Furniture Module Electrical Connection - (3rd Figor)	Floor Boxes Installation - (3rd Floor)	Electrical Moon reedels Kougn-In - (3rd Fibor)	Charles Tanas Tana		Wining Devices Furnish & Installation - (3rd Floor)	Electrical Room Feeders Winno - (3rd Floor)	Fire Alarm System Winne - (3rd Floor)	Libbing Distribution (Writer - /2rd Eloca	Reach Davier Witten 134 Fire	These Control OCTA Condain Design to Carl Control	Communication Conduit Raugh-in - (3rd Floor)	Fire Alarm Conduit Rough-in - (3rd Floor)	Lighting Rough-in - (3rd Floor)	Branch Power Rough-in - (3rd Floor)	Electrical Demolition - (3rd Floor)	ELECTRICAL WORKS (16)		FIRE PROTECTION PIPING - (3rd Fibor)	DESCRIPTION SPRINKLER HEADS • (3rd Floor)
sub Iotal	, -	•		4	_	, ,	ě	1 A	1 4,000	4	10,000	}		2 500	1.400	7,600	7.200		(Sto), and		0.00	QTY 170
ជុំង		-	坏	6.2	ø	) )	5	<u>n</u> 5	ח ב	. f	; ç	. E	<u>.</u>	n !	Ti.	두	뉴	S	oga G	-	1	<i>UNIT</i>
C	\$1,500.00		\$1,500.00	\$500.00	\$1,000.00	\$1,461.04	9.10	\$3.5.U.DU	81 710 pc	\$0.73	50 73	\$481.04	\$4,0	\$ 1	\$ A R	\$4.96	\$4.96	\$4,500.00		9,00		UNIT PRICE \$34 12
\$147,533.41	\$1,500,00		\$1,500,00	\$2,000.00	\$1,000.00	\$10,227.27	32,687.27	\$3./19.85	\$4,727.20	\$10,302,87	\$11,726 40	\$3,227.27	00.725,016	30,734.00	98 734 60	\$37 727 16	\$35,727,12	\$4,500.00	\$78,600.04	\$35,800.05		TOTAL UNIT PRICE \$5,799.99
	0,00			0,00	0.00	0.00			0.00	0.00	0.00	0.90	1,890.00	1,260.00	0,070.00	5 840 00	6,480.00	÷.00		0.00		QJY
\$86,288.68	\$0.00			\$0,00	\$0.00	\$0,00			\$0.00	\$0.00	\$0.00	\$414,93	\$9,204,30	\$6,060.60	304,44	223 054 44	\$32,154.41	\$4,500.00	\$12,552.31	\$0.00		PREVIOUS AMOUNT
	0.0			0.0	0.0	0 0			0.0	0.0	0.0	12:9	90.0	90.0	0.08	2	90.0	100,0		0.0		*
	0.75			2.00	0.95	6.30			3,000,00	12,690.00	14,400.00	5.10								1,360.00		THIS QTY
\$39 172.58	\$1,125.00			\$1,000.00	\$950,00	\$9,204.54			\$3,545,40	\$9,272.58	\$10,553,76	\$2,351.30							\$29,452.09	\$24,966.24		THIS PERIOD AMOUNT
20)	0,75			2,00	0.95	6.30			3,000.00	12,690.00	14,400.00	6,00	1,890.00	1,260.00	6,840,00	0,480.00		1.00		1,360.00		TOTA
\$124,291.26	\$1,125,00	\$0.00		\$1,000.00	\$950,00	\$9,204,54	\$0.00	\$0.00	\$3,545,40	\$9.272.58	\$10,553.76	<b>5</b> 2,766.23	\$9,204.30	\$6,050.60	\$33,954,44	\$32,154,41		\$4.500.00	\$42,004.40	\$24,968:24	\$0.00	TOTAL TO DATE Y AMOUNT
\$23,242.15	\$375,00	\$1,500,00	\$1,000,000 000,000	es 000 00	\$50.00	\$1,022.73	\$2,687.27	\$3,719.85	\$1,181,80	\$1,030.29	\$1,172,64	\$461.04	\$1,022.70	\$673 40	\$3,772.72	\$3,572.71	46.CC	60.00	\$16,595.64	\$10,831,81	\$5,799,99	UNUSED BALANCE
84.25	75.0	Q,D	0,00	# 5 5	95.O	0.02	0.0	0:0	75.0	0,00	0.00	85.7	90,0	90 0	90 0	90.0	CCODI		53,44	69 7	00	% COMP.

CERTIFICACIÓN #:
PERIOD ENDING:

Page 3 of 6

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the second secon	64 TOLET PARTITIONS - (9th Floor) Friday, August 1th 2012		Continue (and book)	DATATING CONTROL (CALLED AND A	CARPET FLOORING - (9th Floor)	RESILIENT TILE FLOOR : (9th Floor)	ACOUSTICAL CEILINGS · (9th Floor)	MARBLE TILE - (9th Floor)	CERAMIC TILES FLOOR AND WALLS • (9th Floor)	GYPSUM BOARD WALLS & CEILINGS - (9th Floor)	FINISHES (119.)	IN LEXION GLASS & GLAZING - (9th Floor)	FINISH HARDWARE - (3in Floor)	WOOD DOORS - (9th Floor)	METAL DOOR & FRAMES - (5th Floor)	DOORS & WENDOWS (48)		WOOD CABINETS - (9th Floor)	NILLAYORK 1960	ASBESTOS REMOVAL ALLOWANCE - (3rd F.bor)	DESCRIPTION: ALLOWANCES(17)	BREAK-DOWN FOR PAYMENT PROYECTO: INSTALACION SIST, MODULAR OFIC, Y MEJ. INTERIORES PISO 3 Y 9, TORRE NORTE CTRO. GUB. MINILLAS - SAN JUAN PROYECTO #: 1120W CONTRATISTA: AIREKO CONSTRUCTION CORP. PO BOX 2128 SAN JUAN PR 00922-2128
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27	\$5,405 00	\$288,478.53	\$28,619.20	\$35,190.24	\$3,066,17	440,700.02	CAG 789 00	\$15.462.11	\$4,109.65	\$152,244.14	\$81,325,00	\$15,440,00	\$12,140.00	\$6,865.00	\$25,880.00	914,400	\$14,400.00		\$15,000.00	\$15,000.00	TOTAL UNIT PRICE	0 3 Y 9, TORR
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)	9 Y 1000	Friday, Jugust 10:21.2	(1901) Smars mare (1907)	Eife Afarm System Wirns - Oth Blood	Lighting Distribution Wiring - (5th Floor)	Branch Power Winng - (9th Floor)	Access Control CCTV Conduit Rough-in - (9th Floor)	Communication Conduit Rough-in - (9th Floor)	Fire Atarm Conduit Rough-In - (9th Floor)	Lighting Rough-in - (Bih Floor)	Branch Power Rough-in - (9th Floor)	Electrical Demolition - (9th Floor)	ELECTRICAL WORKS (16)		FIRE PROTECTION PIPING - (9th Floor)	SPRINKLER HEADS - (8th Floor)	PLUMBING FIXTURES - (8th Floor)	COLD WATER A/G - (8th Floot)	SANITARY PIPE - (9th Floor)	MECHANICAL DEMOLITION - (9th Floor)	MECHANICAL WORKS (15)		FURNITURE EQUIPMENT - (9th Floor)	DES <i>CRIPTION</i> BATHROOM ACCESSORIES - (9th Floor)	SAN JUAN PR 00922-2128	-	<i>BREAK-DOWN FOR PAYMENT</i> PROYECTO: INSTALACION SIST. MODULAR OFIC. Y MEJ. INTERIORES PISO 3 Y 9, TORRE NORTE CTRO. GUB. MINILLAS - SAN JUAN PROYECTO #: 1120W
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Fridoy, August 10, 2013	ing. Kenneth M. Baez Alers Aireko Construction - Contratista	SUBMITTED BY		ASBESI		Furniture Module Electi Geoundina - (9th Floor)	Floor Boxes Installation - (9th Floor)	Electrica	Elect. Pa	Winng D	DESCRIPTION Electrical Room	BREAK-DOWN FOR PAYMENT PROYECTO: INSTALACION SIS PROYECTO #: 1120W CONTRATISTA: AIREKO CONSTR PO BOX 2128 SAN JUAN PR 00
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	<u> </u>	1		ALLOWANCES(17) ASBESTOS REMOVAL ALLOWANCE - (5th Floot)		Furniture Module Electrical Connection - (9th Floor) Groundina - 19th Floor)	ā	Electrical Room Feeders Rough-in - (9th Floor)	Elect. Panels (6) DTT (1) Furnish, Inst(9th Floor)	Witing Devices Furnish & Installation - (9th Floor)	DESCRIPTION Electrical Room Feeders Winng - (9th Floot)	BREAK-DOWN FOR PAYMENT PROYECTO: INSTALACION SIST. MODULAR: PROYECTO #: 1120W CONTRATISTA: AIREKO CONSTRUCTION CORP PO BOX 2128 SAN JUAN PR 00922-2128
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Ing. Kenneth M. Baëz/Alers Aireko Construction - Contratista	SUBMITTED BY:			ASBESTOS REMOVAL ALLOWANCE - (9th Floor)	ALLOWANCES(17)	Grounding - (9th Floor)	Furniture Module Electrical Connection - (9th Floor)		Electrical Room Feeders Rough-in - (9th Floor)	Elect. Panels (6) DTT (1) Furnish, Inst(9th Floor)	Winng Devices Furnish & Installation - (9th Floor)		CONTRATISTA: AIREKO CONSTRUCTION CORP. PO BOX 2128 SAN JUAN PR 00922-2128
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		\$2,076,779,00	\$15,000.00	\$15,000.00	\$147,536.95	\$1,500,00	\$1,500.00	\$2,000.00	\$1:000.00	\$10,227.30	\$2,587.27	TOTAL UNIT PRICE \$3,727.27	
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AUTO Ing. N Dir. A	АРРЯ	\$280,869.52			\$44,658,05							THIS PERIOD QTY AMOUNT	
AUTORIDAD DE EDIFICIOS PÚBLICOS Ing. Nick Figueroa Carattini Dir. Área de Desarrollo de Proyectos	APPROVED BY:	\$685,479.71	\$0.00	\$0.00	\$44,668.05	\$0.00	SO 00	\$0.00	\$0.00	\$0.60	\$0.00	TOTAL TO DATE QTY AMOUNT \$0.00	Pag
∵PÚBLICOS œyectos		\$1,391,299.29 33.01 %	\$15,000.00	\$15,000,00	\$102,867,90	\$1,500,00	\$1,500,00	\$2,000.00	\$1,000.00	\$10,227.30	\$2,587.27	UNUSED BALANCE \$3,727.27	Puge 6 of 6
		33.01 %	0,00	0,0	30.28	0.0	0.0	0.0	0,0	0.0	0.0	COMP.	

CERTIFICACIÓN #: 2
PERIOD ENDING: 5/31/2012



SSS TRIPLE-S INSURANCE AGENCY

06/13/2012

AUTORIDAD DE EDIFICIOS PUBLICOS

Asegurado

AIREKO CONSTRUCTION INC.

Póliza núm.

BR-92000791

Efectividad

02/01/2012 A 06/30/2012

Expediente

2053815

Estimados señores:

Nos place informarles que la póliza en referencia ha sido pagada en su totalidad y no financiada. La prima total pagada fue de \$2,024.00.

De surgir alguna pregunta, favor comunicarse con nosotros al número de teléfono (787)781-4000.

Cordialmente,

JUAN RIVERA PIMENTEL

Departamento de Contabilidad

gran Rivers P.



One Tower Square, Hartford, CT 06183

June 19, 2012

Autoridad de Fáificios Públicos PO Box -1029 San Juan, PR -0040

RE: —AIREKO CONSTRUCTION CORPORATION

BOND NUMBER 105694267

PROJECT "INSTALACIÓN DE MODULARES Y MEJORAS INTERIORES
PISOS 3 Y 9 DEL CENTRO GUBERNAMENTAL ROBERTO SÁNCHEZ
VILELLA, SAN JUAN, PUERTO RICO SEGÚN SUBASTA NÚMERO AEP-1120W"

Dear Sirs:

We hereby certify that the above referenced bond is paid in full. The effective date is January 19, 2012. The first all premium charged was \$15,022.00.

The bond term is as acknowledged in the contract, even though the bond is a continuous obligation. Should the project go beyond the L4 months period, there will be an additional premium charged.

If you need additional information please contact us.

Cordially.

Tree liers I some grand Survey Company

Main Allerson Misches in F.,

Doc#:23627 Filed:02/24/23 Entered:02/24/23 18:59:22 Document Page 50 of 236 Case:17-03283-LTS Desc: Main

CFSE-0600-1 Ccl, 2010

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A:	AUTORID	AD DE EDIFICIOS PUBLICOS		8	
Dirección;			<del></del>		
Certificam	os que el pai	rono AIREKO CONSTRU	CTION CORP	404	114-00000
cumple co	n los siguien	tes requisitos para la obtención o		breros o	
empleados	s, en caso de	ocumir un accidente del trabajo:			
			20 DE ILIMIO DE	2014	
	1 Kindio	su declaración de la nómina en	28 DE JUNIO DE :	2011	
	2. Su pôliz	ra cubre los siguientes riesgos:	V TANGEST MAN POLICE		
		5213-273 CONSTRUCCION C	ON HORMIGON, LADRI	LLOS O BLOQUES	
		- Alexander			
		-2.25 mile - 2.15 mile			
	3. Pagó la:	s primas establecidas por el Adm	inistrador en:		
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	TORRE NO	RTE CENTRO GUBERNAMENT	AL ROBERTO SANCHE	EZ VILELLA	
	SAN JUAN,	PUERTO RICO			
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	5 Fl mont	ante del proyecto:	\$2,076,779,0	00	
		timada Total:	\$664,569.2		
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Observaciones.

Firma Jefe Oficina de Seguros e Intervenciones

23 DE FEBRERO DE 2012

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Case:17-03283-LTS Doc#:23627 Filed:02/24/23 Entered:02/24/23 18:59:22 Desc: Main Document Page 51 of 236

CORD

# CERTIFICATE OF LIABILITY INSURANCE

AIRECO1 OP ID: MS

> DATE (MM/DD/YYYY) 04/13/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER 787-641-2738 Carrion Laffitte & Casellas, PHONE (A/C, No. Ext) E-WAIL ADDRESS: FAX (A/C, No); 787-641-2679 PO Box 195556 San Juan, PR 00919-5556 INSURER(S) AFFORDING COVERAGE NAIC INSURER A: Triple S Propiedad AIREKO CONSTRUCTION CORP. INSURED изикея в :Liberty International Underwri 23035 PO Box 2128 INSURER C : San Juan, PR 00922-2128 INSURER O: INSURER E: INSURER F REVISION NUMBER: COVERAGES CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUHR POLICY EFF POLICY EXP TYPE OF INSURANCE LIMITS POLICY NUMBER INSR WVD EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 1,000,000 GENERAL LIABILITY 50,000 DGL-PR-087954-2 10/01/11 10/01/12 X COMMERCIAL GENERAL MABILITY X В 5,000 CLAIMS-MADE X OCCUR MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE 2,000,000 PRODUCTS - COMP/OP AGG \$ GENU AGGREGATE LIMIT APPLIES PER 1,000,000 FOLICY X PRO-EMP.BENEF COMDINED SINGLE LIMIT (Ea accident) 1,000,000 AUTOMOBILE LIABILITY BODILY INJURY (Per (ierson) 10/01/11 10/01/12 CA4-46054353 3 ANY AUTO SCHEDULCO AUTOS NON-OWNED ALL OWNED AUTOS BODILY INJURY (Per acodent) 3 PROPERTY DAMAGE (Per accident) 5 X HURED AUTOS AUTOS 25,000,000 UMBRELLA LIAB X OCCUR EACH OCCURRENCE 25,000,000 **EXCESS LIAB** UMBPR0972732 10/01/11 10/01/12 X CLAIMS-MADE Х B AGGREGATE 10,000 DED X | RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X WC STATU WAN BE THE RECKLING THE TAKEN THE CHILDER THE CHILDER THE THE CHILDER THE THE CHILDER THE 10/01/12 1,000,000 10/01/11 DGL-PR-087954-2 EL FACH ACCIDENT 1,000,000 EMP.STOP GAP EL DISEASE - EA EMPLOYEE S (Mandatory in NH) / yes, describe under DESCRIPTION OF OPERATIONS ballow 1,000,000 E L. DISFASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES | Attach ACORD 101, Additional Remarks Schedule, If more space in required)
RE: INSTALACION DEL SISTEMA MODULAR DE OFICINAS Y LAS MEJORAS A INTERIORES
DE LOS PISOS 3 Y 9 DE LA TORRE DEL CENTRO GUBERNAMENTAL ROBERTO SANCHEZ
VILELLA (MINILLAS), SAN JUAN, PR. (AEP-1120-W) **CERTIFICATE HOLDER** CANCELLATION AUTOEDI SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS: **AUTORIDAD DE EDIFICIOS PUBLICOS** PO BOX 41029 AUTHORIZED REPRESENTATIVE

SAN JUAN, PR 00940

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A DIAGRAPHIE ROPMIN

THIS ENDORSEMENT, EFFECTIVE 04/13/12 PART OF POLICY NO. DGL-PR-087954-2, CA4-46054353, UMBPR0972732, (A.M. standard time)

INSURED TO: AIREKO CONSTRUCTION, GORP.

#### ADDITIONAL INSURED

IT IS HEREBY UNDERSTOOD AND AGREED THAT **AUTORIDAD DE EDIFICIOS PUBLICOS** INCLUDED AS ADDITIONAL INSURED UNDER THIS POLICY BUT ONLY WITH RESPECT TO THE LIABILIT ARISING OUT OF THE ON GOING OPERATIONS, PERFORMED BY THE NAMED AND ONLY WITH RESPECT TO THE PROJECTS DESCRIBED BELOW.

RE: INSTALACION DEL SISTEMA MODULAR DE OFICINAS Y LAS MEJORAS A INTERIORES DE LOS PISOS 3 Y 9 DE LA TORRE DEL CENTRO GUBERNAMENTAL ROBERTO SANCHEZ VILELLA (MINILLAS), SAN JUAN, PR. (AEP-1120-W)

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

#### HOLD HARMLESS AGREEMENT

The contractor, for itself, agents, employees, successor and assigns agrees to and hold harmless the owner from and against any and all claims, demands, and/or suits whether judicial or extra judicial for any cause whatsoever arising out related to the execution of the contract described below, and it insured shall defend the owner from such claims, demands and/or suits and shall bear all the expenses for much defense contemplated within the coverage and limits provide by this policy, except where such claims demands and/or suits are due solely to negligence of:

#### **AUTORIDAD DE EDIFICIOS PUBLICOS**

RE: INSTALACION DEL SISTEMA MODULAR DE OFICINAS Y LAS MEJORAS A INTERIORES DE LOS PISOS 3 Y 9 DE LA TORRE DEL CENTRO GUBERNAMENTAL ROBERTO SANCHEZ VILELLA (MINILLAS), SAN JUAN, PR. (AEP-1120-W)

This hold harmless agreement does not extended, modify, increase limits of, or otherwise alter the coverage provide by this policy.

#### **CANCELLATION CLAUSE**

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE EVENT OF CANCELLATION OF THIS POLICY, SIXTY (60) DAYS WRITTEN NOTICE SHALL BE GIVEN EXCEPT FOR NON PAYMENT PREMIUM IN WHICH CASE TERMS AND CONDITIONS PROVIDED IN ENDORSEMENT IL 0136 ARE APPLICABLE UNDER THIS POLICY.

#### AUTORIDAD DE EDIFICIOS PUBLICOS

RE: INSTALACION DEL SISTEMA MODULAR DE OFICINAS Y LAS MEJORAS A INTERIORES DE LOS PISOS 3 Y 9 DE LA TORRE DEL CENTRO GUBERNAMENTAL ROBERTO SANCHEZ VILELLA (MINILLAS), SAN JUAN, PR. (AEP-1120-W)

All others terms and conditions of this policy remain unchanged.

# TRAVELERS CASUALTY AND SURETY COMPANY

#### RIDER #2

THIS RIDER EFFECTIVE APRIL 22, 2012 FORMS PART OF BOND NUMBER 105694267 ISSUED TO AIREKO CONSTRUCTION CORPORATION BY TRAVELERS CASUALTY AND SURETY COMPANY IN FAVOR OF AUTORIDAD DE EDIFICIOS PÚBLICOS FOR THE "INSTALACIÓN DE MODULARES Y MEJORAS INTERIORES PISOS 3 Y 4 DEL CENTRO GUBERNAMENTAL ROBERTO SÁNCHEZ VILELLA. SAN JUAN, PUERTO RICO SEGÚN SUBASTA NÚMERO AEP-1120-W" IT IS HEREBY UNDERSTOOD AND AGREED THAT:

THE DESCRIPTION OF THE WORK IS MODIFIED TO READ:

"INSTALACIÓN DE MODULARES Y MEJORAS INTERIORES PISOS 3 Y 9 DEL CENTRO GUBERNAMENTAL ROBERTO SÁNCHEZ VILELLA, SAN JUAN, PUERTO RICO SEGÚN SUBASTA NÚMERO AEP-1120-W"

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER WAIVE OR EXTEND ANY OF THE AGREEMENTS OR CONDITIONS OF THE BOND OTHER THAN ABOVE STATED.

BY:

SIGNED, SEALED AND DATED THIS 22ND DAY OF APRIL, 2012.

MREKO CONSTRUCTION GORPORATON

TRAVELERS CASUALTY AND

SURETY COMPANY

MARIA A. BRAS - ATTORNEY IN FACT

# Certificación #3 (Factura #AI-24-080022)



PO Box 2128 San Juan PR 00922-2128 (787)653-6300 Fax(787) 653-0121/0122/0123/0124 119 Tuque Ind. Park Ponce PR 00731-7600 787)844-4001 Fax (787)793-3555

# LETTER OF TRANSMITTAL

DATE	.1/22/20	JOB N	O. AEP 1120W	SUBMITTAL NO.
JOB NA	<b>ME</b>	INST. DE MOD	ULARES Y MEJ. INTERIORE	S P-3 Y 9 MINILLAS
TO:	AUTORIDAD DE ED			
			The state of the s	
ATTN:	GERARDO CRESPO			<del></del>
,,,,,,,,	dentito onesi o			_
WE ARE	SENDING YOU	Attached	Under separate cover viat	the following items
	Drawings	Prints	Samples	die following terns
	Copy of Letter	Change Order	Other Specific	cations
COPIES	DATE	NUMBER		DESCRIPTION
4	1@30/JUNIO/2012		CERTIFICACION 3	
			Breakdown for Paymen	t.
			Certificacion Poliza For	าต่อ.
			Certificate of Liability I	nsurance.
			Certificate of Insurance	Builder Risk.
			Performance Bond	
			•CD	
			•Fotos	The state of the s
			•Evidencia Material On S	Site.
			Certificado Relevo Total	- Departamento Hacienda.
THESE ARE	TRNSMITTED as checked below	V: 10		
For Appro	oval			**************************************
For your i				
As reques Disapprov				
	as submitted			7
Approved				
_	for corrections			
Revise and				allend "Palet 6"
Submit	copies for distribution			
	corrected prints			JAN Y 7 2014
For review	and comment	a		11-FIE/-(21-/4:11)
For bids du	ne			1, with many
nts retu	med after loan to us	)*		
ER:		KENNETH BAEZ - PR	OJECT MANAGER	DATE: 22-Jan-14
RECEIVED	BY:	Losa Hore	ale	DATE: 27/01/2014



P.O. Box 2128 San Juan, PR. 00922-2128 Tel. (787) 653-6300

INVOICE No. AI-24-01014 DATE: 01/24/2014 CERTIFICATE FOR PAYMENT PROJECT: INSTALACION SIST. MODULAR Y MEJORAS INTERIORES PISO 3 Y 9 TORRE NORTE CENTRO GUB. MINILLAS - SAN JUAN **CERTIFICATION NO: 03** PROJECT#: 201271-170 PERIOD ENDING: 06/30/2012 1. CONTRACT AMOUNT 2,076,779.00 2. APPROVED CHANGE ORDERS 3. TOTAL CONTRACT AND APPROVED CHANGE ORDERS 2,076,779,00 4 TOTAL VALUE OF WORK PERFORMED TO DATE 1,246,373,85 5. LESS: 10% RETAINAGE 124,637.39 6. NET AMOUNT EARNED ON WORK PERFORMED CERTIFIED TO DATE 1,121,736.47 LESS: NET AMOUNT PREVIOUSLY CERTIFIED 1,004,789,51 8. NET AMOUNT DUE ON WORK PERFORMED THIS PERIOD 116,946.96 9. \_\_90\_% TO BE PAID FOR VALUE OF MATERIAL STORED AT THE CLOSE OF THIS PERIOD 10. LESS: AMOUNT PAID FOR MATERIALS STORED AT THE CLOSE OF LAST PERIOD 0.00 11. AMOUNT TO BE PAID (DEDUCTED) ACCORDING TO THE DIFFERENCE BETWEEN LINES 9 & 10 OF THIS CERTIFICATE 0,00 12. TOTAL PAYMENT DUE THIS PERIOD (LINE 8 & 11) 116,946.96 SUBMITTED BY: RECEIVED BY: ing, Kenneth Báez Project Manager DATE: DATE: APPROVED BY:

Case:17-03283-LTS Doc#:23627 Filed:02/24/23 Entered:02/24/24 2 18:**59:** 22 G Desc: Main

White's Finance . . Blue - Const. Dept Pink - Contractor Yellow - Inspection

со Роскитенто го Расе 57 of 236 PUBLIC BUILDINGS AUTHORITY

SAN JUAN, PUERTO RICO

### PERIODICAL ESTIMATE FOR PARTIAL PAYMENT

Periodical Estimate No.

For Period 01-Jun-12

Project

INSTALACION SIST, MODULAR OFIC. Y MEJ, INTERIORES PISO 3 Y 9, TORRE NORTE CTRO. GUB. MINILLAS -SAN JUAN

Project # 1120W

Contract Due Date: 05-Jun-12

**Extended Contract Due Date** 

Name of Contractor AIREKO CONSTRUCTION CORP.

Address PO BOX 2128

					SAN JUAN	PR 00922-2	12 Contract No.	C-0003	6(11-1)
NO.	DESCRIPTION OF ITEMS	BREAKDOWN TOTAL		PERFORMED IS PERIOD AMOUNT	PREVIOUSLY COMPLETED	COMPLETED TOTAL TO DATE 4+8	UNUSED BALANCE 2-8	% COM	70
(1)		(2)	(3)	(4)	(5)	(6)	m	(6)	(9)
Ŧ	GENERAL CONDITIONS (01)	\$296,000.00			\$280,358.00	\$280,358.00	\$15,642.00	T	94.72
11	81(LL),WORK (06)	518,000.00			Description	\$0,00	\$18,000.00		0.00
OI :	DOORS & WINDOWS (08)	\$65,575,00			\$19,600.00	\$19,600.00	\$45,975.00		29.89
W	FINISHES (09)	\$296,047.77			\$145,454.40	\$145,454.40	\$150,593.37		49.13
٧	SPECIALTIES (10)	\$266,121.00				\$0.00	\$286,121.00		D.00
VI	MECHANICAL WORKS (15)	\$78,600.04			\$42,004.39	\$42,004.39	\$36,595.65		53.44
VII	ELECTRICAL WORKS (16)	\$147,533.41			\$124,291.26	\$124,291,26	\$23,242.15		84.25
VIII	ALLOWANCES(17)	\$15,000.00			\$11,250.00	\$11,250.00	\$3,750.00		75.00
THE STREET	эптемовк (08)	\$14,400.00				\$0.00	\$14,400.00		0.00
X	DOORS & WINDOWS (#8)	\$61,325,00				\$0.00	\$61,325.00		0.00
XI	FINISHES ( 09 )	\$288,479.53			\$13,853.60	\$13,853.60	\$274,625.93		4.80
XII	SPECIALTIES (10)	\$268,621,00				\$0.00	\$268,621.00		0.00
KIII	MECHANICAL WORKS (15)	\$78,540.30			\$4,000.00	\$4,000,00	\$74,540.30		5.09
KIV	ELECTRICAL WORKS (16)	\$147,535.95			\$44,668.05	\$44,668.05	\$102,867.90		30.28
χV	ALLOWANCES(17)	\$15,000,00			7-17 - 1 - 2-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	\$0.00	\$15,000.00		0.00
	The art has been been been all about the second of the sec	\$2,076,779.00			\$685,479.70	\$685,479.70	\$1,391,299.30		33.01



Bajo pena de nutidad absoluta certifico que niagún servidor público de la Autoridad de Edificios Públicos es parte o tiene algan interés en las gannelas o beneficios producto del contrato objeto de esta factura y de ser parte o tener interés en las gunarias o beneficios producto del contrato ha mediado una dispensa previa. La ànica consideración para auministrar los bienes o servicios objeto del contrato ha aldo el pago acordado con el representante autorizado de la agencia. El importe de esta factura en Justo y correcto. Los trabajos de construcción han sido realizados, los productos han sido entregados fios servicios prestados y no han sido papados. Ciema-

. to	
Value of Contract	\$2,076,779.00
Add: Change Orders Additions - Column 3 - Schedule of Charge Order - Form PBA 1508	\$0.00
Less: Change Orders Additions - Column 6 - Schedule of Charge Order - Form PBA 1508	\$0.00
Current Adjusted Contract Amount	\$2,076,779.00

Munday, December 09, 2013

BREAK-DOWN-FOR PAINENT PROYECTO: INSTALACION SIST, MODULAR OFIC. Y ( ) INTERIORES PISO 3 Y 9, TORRE NORTE CTRO. GUB. MINILL ( ) SAN JUAN

CERTIFICACIÓN #: 3 PERIOD ENDING: 6/30/2012 Page 1 of 6

CONTRATISTA; AIREKO CONSTRUCTION CORP.
PO BOX 2128
SANJUAN PR 00922-2128

TEM DESCRIPTION			76.0		PREVIOUS		THIS PERIOD	107	TOTAL TO DATE	UNUSED	28
GENERAL CONDITIONS (01)	İ	ONL DNIT PRICE	UNITPRICE	<u>۲</u> ۲٥	AMOUNT	*	OTY AMOUNT	QT	AMOUNT	BALANCE	COMP.
MOBILIZATION	**************************************	LS \$30,000.00	230,000.00	1,00	\$30,000.00	100.0					
BUILDER RISK	-	LS \$5,500.00	\$5.500.00	1220	00 100 00			no'r	"	20.02	100.0
PAYMENT & PERFORMANCE BOND				5	34,044,00	30.8	(4.3)	0.37	\$2,024.00	53,476,00	36.8
CENTED AT THE PARTY OF THE PART		LS S14,500.00	\$14,500.00	1.00	\$14,500.00	100.0		1,00	\$14,500.00	\$0.00	100.0
GENERAL LIABILITY	···	LS   S8,000.00	\$8,000.00	0.92	\$7,334.00	91.7.		0.92	\$7.334.00	SERE DO	7 10
MUNICIPAL TAXES	•	LS \$102,500.00	\$102,500,00	1.00	\$102,500,00	100,0		1.00	in		
MUNICIPAL PATENT	-	LS \$9,000.00	\$9,000,00	1,00,	\$9,000.00	100.0		100			
WORKMENS COMPENSATION (CFSE)	-	LS \$15,000.00	\$15,000.00	1.00	\$15,000,00	100.0	-			no no	3.00.
DEMOLITIONS	-	LS \$100,000.00	\$100,000.00	100	C100 000 00	000		1.00		\$0.00	100.0
DEMOBILIZATION	-	1.5 \$4.500.00			2000000	0.00		1.00	\$100.0	\$0.00	100.0
AS-BUILT DRAWINGS	-	LS S100000							80.00	\$4,500,00	0.0
PUNCH LIST 3RD FLOOR		-		****		2669			80.00	\$1,000.00	0.0
PUNCH LIST 9TH EI COB			\$3,000.00			-			\$0.00	\$3,000.00	0.0
1000	-	LS   \$3,000.00	\$3,000.00		.,,				- UU US	99 000 00	c c
	Sub Total	Ī	\$296.000.00	1	6400 450 400					ממימחמימי	3
MILLWORK (06)					4464,138,00	***			\$280,358,00.	\$15,642.00	94.72
WOOD CABINETS - (3rd Floor)	40	LF \$450.00	\$18,000.00		r		-		00.03	00 000 013	1
	Sub Total		\$18.000.00			1			00:00	312,000.00	9
DOORS & WINDOWS ( pg.)									\$0.00	\$18,000.00	0.00
METAL DOOR & FRAMES - (3rd Floor)	42	EA \$560.00	\$23,520.00	35.00;	\$19,600.00	83.3		35.00	610 800 00	92 000 00	
WOOD DOORS - (3rd Fleor)	E	EA \$252,74	\$7,835.00	T	1	1			No.	93,920,00	83.3
FINISH HARDWARE - (3rd Floor)	49 SI	SET \$254.29	\$12,460.00			+			on'ne	57,835.00	0.0
INTERIOR GLASS & GLAZING - (3rd Floct)	4	EA \$5.440.00	C24 760 00						\$0.00	\$12,460.00	00
	-								\$0.00	\$21,750.00	0.0
Monday, December 09, 2013	MOI ans		\$85,575,00		\$19,500.00	-			640 600 00	1	

0.0

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0.0 0.0 53.44

\$36,595,65

\$42,004.39

0.0 0.0

BREAK-DOWN FOR PAYMENT

1120W PROYECTO#: PROYECTO:

49.13 0.00 92.3 90.0 COMP. 100.0 59.7 CERTIFICACIÓN #: 3 PERIOD ENDING: 6/30/2012 531,447.62 \$27,585.40 \$150,593,37 \$5,405.00 \$3,216.00 \$0.00 \$553.85 \$286,121.00 \$710.00 \$12,987.00 54,184,88 \$17,500.00 \$260,000.00 \$20,127,87 \$49,929.00 \$4,330,60 \$18,700.00 \$5,789.49 \$10,831.81 UNUSED CERTIFICACIÓN #: \$0.00 \$0.00 \$145,454,40 \$0.00 \$0.00 \$145,454,40 \$0.00 50.00 \$0.00 80.00 50,00 80.00 \$0.00 \$6.646.15 56,390.00 \$0.00 \$0.00 TOTAL TO DATE \$4,000.00 \$24,968,24 21,000.00 180.00 1.00 240,00 360.00 QTY AMOUNT THIS PERIOD INSTALACION SIST, MODULAR OFIC. Y 🖟 ... INTERIORES PISO 3 Y 9, TORRE NORTE CTRO, GUB. MINILL & SAN JUAN Ϋ́ 100.0 82.3 90.0 91.8 69.7 35 \$145,494,40 \$5,846,15 \$6,390.00 \$145,454,40 \$4,000,00 524,968,24 \$42,004.39 PREVIOUS AMOUNT 5158.441.40 21,000.00 1.00 240.00 180.00 1,389.00 770 \$296,047,77 \$5,405.00 53,216.00 \$286,121,00 \$7,200,00 54,184.88 \$49,929,00 \$27,586.40 \$260,000,00 \$4,000,00 \$5,799.89 \$35,800,05 \$20,127.87 \$4,330.60 531,447.62 \$17,500.00 \$7,100.00 UNIT PRICE \$18,700.00 \$78,600,04 TOTAL \$2,600.00 \$6.93 \$3.29 57.43 \$3.40 \$2.95 \$21,93 \$0.80 \$134,00 \$1,081.00 \$27,69 \$35.50 \$1,038.89 \$34.12 \$18.36 \$17,500.00 \$4,000.00 UNIT PRICE CNIT SF ង E E E R 썅 55 썅 S 笳 E a S Ę E A Sub Total Sub Total Sub Total 34,483 22,875 14,685 1,272 2,709 1,434 1,468 <del>ك</del> 1,850 100 24 280 200 5 w 18 CONTRATISTA: AIREKO CONSTRUCTION CORP. GYPSUM BOARD WALLS & CEILINGS - (3rd Floor) CERAMIC TILES FLOOR AND WALLS - (3rd Floor) 00922-2128 OPERABLE WALL PARTITION - (3rd Floor) BATHROOM ACCESSORIES - (3rd Floor) MECHANICAL DEMOLITION - (3rd Floor) FIRE PROTECTION PIPING - (3rd Floar) FURNITURE EQUIPMENT - (3rd Floor) ACOUSTICAL CEILINGS • (3rd Floor) RESILIENT TILE FLOOR - (3rd Floor) PLUMBING FIXTURES - (3rd Floor) TOILET PARTITIONS - (3rd Floor) PO BOX 2128 SAN JUAN PR CARPET FLOORING - (3rd Floor) SPRINKLER HEADS - (3rd Floor) COLD WATER A/G - (3rd Floor) MECHANICAL WORKS (15) SANITARY PIPE - (3rd Floor) PAINTING - (3rd Floor) N MARBLE TILE - (3rd Floor) SPECIALTIES (10) Manday, December 199, 2013 DESCRIPTION FINISHES (09) 36,101,21 ITEM 20 82 19 53 23 N 8 33 75 83 58 2 28 5 23 33 31 35

INSTALACION SIST, MODULAR OFIC. Y [ INTERIORES PISO 3 Y 9, TORRE NORTE CTRO, GUB. MINILL SAN JUAN BREAK-DOWN FOR PAYMENT 1120W

PERIOD ENDING: 6/30/2012

CERTIFICACIÓN #:

CONTRATISTA: AIREKO CONSTRUCTION CORP.

PROYECTO #5 PROYECTO:

SAN JUAN PR 00922-2128

75.00 90.0 90.0 90.0 90.0 75.0 8 84.25 90.0 85.7 0.0 95.0 50.0 75.0 COMP. 100.0 90,0 90,0 \$375.00 \$23,242.15 \$0.00 31,022.70 \$461.04 \$50.00 51,500.00 \$3,750,00 \$3,572,71 53,772,72 5673,40 51,181,80 53,719,85 \$1,022.73 \$1,000.00 52,687.27 \$3,750.00 51,035.29 UNUSED BALANCE 50,00 \$124,291,26 \$5,050.60 80.00 \$950.00 \$0.00 \$1,125,00 \$11,250.00 \$3.545.40 511,250.00 \$4,500,00 \$10,553.76 532,154,41 531,954,44 59,204,30 52,756.23 59,272.58 \$9,204,54 \$1,000.00 AMOUNT TOTAL TO DATE - VTO 0.75 6,480.00 1,280.00 6,30 1.00 0.95 2.00 6.840.00 1,890,00 8,00 14,400.00 3,000.00 12,590.00 AMOUNT THIS PERIOD 5 Z 0.06 75.0 95.0 50.0 75.0 75.0 90.0 90.0 90.0 85.7 90.0 90.0 90.0 100.0 % \$1,125.00 53,545,40 \$950.00 \$124,291.26 \$11,250.00 \$11,250.00 \$2,766.23 \$4,500.00 51,000.00 \$32,154.41 533,954,44 \$5,060.60 59,204,30 \$10,553.76 \$9,272.58 59,204,54 PREVIOUS AMOUNT 9,75 1,260.00 1,890.00 6.00 6.30 2.00 0.75 1.00 0.95 6,480,00 6,840.00 14,400,00 12,690.00 3,000,00 ξ \$35,727.12 \$11,728,40 \$4,727.20 \$1,000.00 \$2,000.00 \$1,500,00 \$1,500.00 \$15,000,00 \$37,727,16 \$3,719.85 \$147,533.45 \$15,000.00 \$6,734.00 \$10,227.00 \$10,302,87 \$2,687.27 \$10,227.27 \$4,500,00 53,227,27 UNIT PRICE TOTAL UNIT UNIT PRICE 518,16 \$1,500,00 \$1,000.00 \$500.00 \$1,500.00 \$0,73 \$0.73 51.18 \$1,461,04 \$4,500.00 \$4.96 54.96 \$461.04 54.81 54.87 \$3,719,85 \$15,000.00 EK A 68 2 S 4 S 5 ь, 12 10 5 쁘 4 4 v, 02 Sub Total Sub Total 18,000 14.100 1,400 2,100 4,000 7,600 5 7,200 148 Access Control CCTV Conduit Rough-in - (3rd Floor) Furniture Module Electrical Connection - (3rd Floor) ASBESTOS REMOVAL ALLOWANCE - (3rd Floor) Wring Devices Furnish & Installation - (3rd Floor) Elec. Panels(6) DTT (1) Furnish, Inst.-(3rd Floor) Electrical Room Feeders Rough-in - (3rd Flaar) Communication Conduit Rough-in - (3rd Floor) Electrical Room Feeders Wring - (3rd Floor) Fire Alarm Conduit Rough-In - (3rd Floor) Lighting Distribution Wiring - (3rd Floor) Fire Alarm System Writing ~ (3rd Floor) Branch Power Rough-In - (3rd Floor) Floor Boxes Installation - (3rd Floor) Branch Power Whing - (3rd Floor) Electrical Demolition - (3rd Floor) Ughting Rough-in - (3rd Floor) DESCRIPTION ELECTRICAL WORKS (16) Grounding - (3rd Float ALLOWANCES(17) MILAYORK (06) 5 × 47 43 42 45 46 Ş ક 6 43 4 10 5 33 38 39 4 38 37

Monday, December 09, 2013

BREAK-DOWN FOR PAYMENT

(magain)

CERTIFICACION #: 3
PERIOD ENDING: 613012012

CERTIFICACIÓN #:

INSTALACION SIST, MODULAR OFIC. Y PROYECTO #: PROYECTO:

CONTRATISTA: AIREKO CONSTRUCTION CORP.

00922-2128 SANJUAN PR

0.00 0.00 0.00 0.0 0.0 0.0 4.80 COMP. \$268,621.00 \$25,880.00 \$12,140.00 \$15,440.00 \$61,325,00 \$138,390.54 \$49,788.02 \$274,625,93 \$3,216,00 \$250,000.00 \$14,400,00 \$14,400.00 \$6,855,00 528,619.20 \$5,405.00 \$3,066,17 \$15,462,11 \$35, 190,24 UNUSED \$0.00 \$0.00 \$13,853.80 \$0.00 \$0.00 30.00 \$0.00 \$0.00 \$0.00 50.00 \$0.00 50.00 50,00 \$0.00 \$0.00 \$13,853.60 50.00 \$0.00 \$0.00 AMOUNT TOTAL TO DATE 2,000,00 7.0 AMOUNT THIS PERIOD 5 oi T \* \$13,853.60 \$13,853.60 PREVIOUS AMOUNT 2,000.00 Ç \$81,325.00 \$288,479,53 \$26,880.00 \$152,244,14 \$14,400.00 \$6,865.00 \$3,006,17 \$5,405,00 \$3,216.00 \$12,140,00 \$15,440.00 \$15,462,11 \$49,788,02 535,190,24 \$28,619.20 \$250,000,00 \$268,621,00 \$4,109,65 UNIT PRICE TOTAL UNIT PRICE \$560,00 \$247.76 \$236.72 \$6.93 \$3.23 87.25 \$2.62 \$3.39 \$21,99 \$0.80 \$134.00 \$2,600.00 \$5,146.67 \$1,081.00 TWO I SET A E A SF SF E SF R R sk 냸 A M Sub Total Sub Total Sub Total Sub Total 21,979 14,685 35,774 2,134 1,169 1,600 3 1,271 48 23 9 6 100 24 GYPSUM BOARD WALLS & CEILINGS - (9th Floor) , 01 CERAMIC TILES FLOOR AND WALLS . (9th Floor) 2 INTERIOR GLASS & GLAZING - (91h Floor) 3 BATHROOM ACCESSORIES - (9th Floor) METAL DOOR & FRAMES - (9th Floor) ACOUSTICAL CEILINGS - (9th Floor) FURNITURE EQUIPMENT - (9th Floor) RESILIENT TILE FLOOR - (9th Floor) TOILET PARTITIONS - (9th Float) FINISH HARDWARE - (91h Floor) CARPET FLOORING - (9th Floor) WOOD CABINETS - (91h Floor) XIII MECHANICAL WORNS (15) WOOD DOORS - (9th Floar) DOORS & WINDOWS ( 88. MARBLE TILE - (9th Floor) PAINTING - (9th Floor) SPECIALTIES (10) DESCRIPTION FINISHES ( 19 ) TEM 53 22 58 80 콧 22 83 59 83 8 × ≍ 22 4 g š 65

Manday, December 09, 2013

INSTALACION SIST. MODULAR OFIC. X 1. INTERIORES PISO 3 Y 9, TORRE NORTE CTRO. GUB. MINILL BREAK-DOWN FOR PAYMENT. РКОУЕСТО:

CERTIFICACIÓN #; 3 PERIOD ENDING: 6/30/2012 Page S of 6

SAN JUAN

CERTIFICACIÓN #;

CONTRATISTA: AIREKO CONSTRUCTION CORP. PO BOX 2128 SAN JUAN PR 00922:2128 1120W PROYECTO#:

68 SANITARY PIPE - (9th Floor) 1 68 SANITARY PIPE - (9th Floor) 259 69 COLD WATER A/G - (9th Floor) 199 70 PLLMBING FIXTURES - (9th Floor) 170 71 SPRINKLER HEADS - (9th Floor) 170 72 FIRE PROTECTION PIPING - (9th Floor) 1,950	s E	DIVIT PRICE	DAIL PRICE	20		The second second second	Security of the security of th				400000	2
SANITARY PIPE - (9th Floor) COLD WATER A/G - (9th Floor) PLUMBING FIXTURES - (9th Floor) SPRINKLER HEADS - (9th Floor) FIRE PROTECTION PIPING - (9th Floor)	5	24 000 00	64 000 00		AMOUNT	S:	מהי אייני	AMOUNT	YTO	AMOUNT	BALAWCE	COMP.
COLD WATER A'G - (9th Floor) PLUMBING FIXTURES - (9th Floor) SPRINKLER HEADS - (9th Floor) FIRE PROTECTION PIPING - (9th Floor)	5	00,000,50	\$4,000,00	1,00	\$4,000.00	100.0			1.00	\$4,000.00	\$0.00	100.0
COLD WATER A/G - (9th Floor) PLUMBING FIXTURES - (9th Floor) SPRINKLER HEADS - (9th Floor) FIRE PROTECTION PIPING - (9th Floor)	-	\$27,82	\$7,204.45			-			1	80.00	57 204 45	0
PLUMBING FIXTURES - (8th Floor) SPRINKLER HEADS - (8th Floor) FIRE PROTECTION PIPING - (8th Floor)	5	15'35'31	57,067.47						-			
SPRINKLER HEADS - (9th Floor) FIRE PROTECTION PIPING - (9th Fbox)	2	\$1,037.19	\$18,665.46				100	-	.	20.00	\$7,067,47	0.0
	2	\$34,11	\$5,799,46			1			an l	20.00	518,669,46	0.0
	15	\$18.35	\$35,799.46							\$0.00	\$5,799,46	0.0
	Sub Total		\$78.540.10		64,000,00			3	**	\$0.00	\$35,799,46	0.0
XIV ELECTRICAL WORKS (16)				-	00000000					\$4,000.00	\$74,540.30	\$.09
Electrical Demolition - (9th Floor)	S1	\$4,500.00	\$4,500.00	1.00	\$4,500.00	100.00			, ou	54 500 00	00.00	
Branch Power Rough-In - (9th Floor) 7,200	ı,	\$2.98	\$35,727,12	2,160,00	\$10,718.14	30.0		1 2	2 160 00	20000000	20.00	0.001
Lighting Raugh-in - (9th Flaor) 7,600	5	36.36	\$37,727,16	5,320.00.	S26.409.01	200				2	323,000.30	90.00
Fire Alarm Conduit Rough-in - (9th Floor)	4	54.81	\$6,727,28	420.00	SZ 018.18	30.0	-	5	00.020	326,409.01 ·	511,318.15	70.0
Communication Canduit Rough-in - (9th Floor) 2,100	5	\$4.87	\$10,227.21	210.00	64 655 73			_	440.00	82,018,18	\$4,709.10	33.0
Access Central CCTV Conduit Rough-in - (8th Flags) 7		101010			21.920.10	0.01			210.00	\$1,022.72	\$9.204.49	10.0
1		100000	53,227,27				THE	-		20,00	\$3,227.27	0.0
16.000		50.73	\$11,728.00			1		-		6		1
Lighting Distribution Wirling - (9th Floor) 14,100	占	\$0.73	\$10,302.87			+		<u>@</u>	-	nn'n≥	511,728,00	0.0
Fire Alarm System Winng - (9th Floor) 4,000	5	\$1.18	54,727.20			-	,_			20.00	510,302.87	0.0
Electrical Room Feeders Wriding - (9th Floor)	ā	53,727.27	53,727,27							80.00	\$4,727,20	0.0
Whing Devices Furnish & Installation - (9th Floor) 148	Ä	21812	60 664 64			1 - Adv - C				20.00	\$3,727.27	0.0
-	i		17.150,34			dia Sec		S. ore		\$0.00	\$2,587.27	0.0
Electrical D. C. P. C.	5	\$1,461.04	\$10,227.30			-			1	\$0.00	\$10.227.30	00
Circulat Noori Feeders Rough-in - (9th Floor)	ā.	\$1,000.00	\$1,000,00	-	1.			- -		1000		

Monday, December 09, 2013

BREAK-DOWN FOR PAYMENT

PROYECTO: INSTALACION SIST. MODULAR OFIC. Y PROYECTO #: 1120W CONTRATISTA: AIREKO CONSTRUCTION CORP.

PERIOD ENDING: \$13012012

CERTIFICACIÓN #:

3. INTERIORES PISO 3 Y 9, TORRE NORTE CTRO, GUB. MINILLE SAN JUAN

Page 6 of 6

PO BOX 2128 SAN JUAN PR 00922:2128

30.28 0.00 \$685,479,70 \$1,391,299,30 33,01 % COMP. \$1,500.00 \$15,000.00 \$15,600,00 \$102,867,90 \$1,500.00 \$2,000,00 BALANCE UNUSED \$0.00 \$0.00 \$0,00 \$0.00 \$44,668,05 30.00 TOTAL TO DATE AMOUNT 7 AMOUNT THIS PERIOD P L ď. \$44,868.05 \$685,479,70 PREVIOUS AMOUNT ידס \$1,500.00 \$15,000.00 \$1,500.00 \$147,535.95 \$2,076,779.00 \$2,000.00 \$15,000.00 LINIT PRICE TOTAL \$1,500.00 \$1,500.00 \$500.00 \$15,000.00 UNITPRICE TOTAL GENERAL: LINIT 5 8 Sub Total Sub Total FO Fumiture Module Electrical Connection - (9th Floor) ASBESTOS REMOVAL ALLOWANCE - (91h Floor) Floor Boxes Installation - (9th Floor) Greunding - (9th Floor) ALLOWANCES(17) DESCRIPTION 8 88 즟 2

APPROVED BY:

RECOMMENDED BY:

RECOMMENDED BY:

Arq. Felix Vizcaya Inspección AEP

Aireko Construction - Contratista

Ing. Kenneth M. Baéz Alers

SUBMITTED BY:

AUTORIDAD DE EDIFICIOS PÚBLICOS Arq. Heidy De La Cruz Dir. Área de Desarrollo de Proyectos

Coordinador AEP

Ing. José Girona

Monday, December 09, 2013

Page I of 2

> \$0.00 50,00 \$0.00 50.00

\$10,106.11

\$0.00 \$0.00

\$0.00 \$0,00

> \$7,243.90 \$7,243,90

> > \$3,652.98

DRY TYPE TRANSFORMER 9THF DRY TYPE TRANSFORMER 9TH F

\$10,106,11

\$10,106.11 \$3,652.98 \$3,590.92

\$0.00 \$3,590.92

DRY WALL MATERIALS 3RD FLO

PRIME CONTROLS PRIME CONTROLS

NATIONAL BLDGS

Número de Proyecto: 1120W			COMMONNEALTH OF PLIERTO RICO	F PLIERTO RICO				
Número de Contrato: C-00036(11-12)	-12)		SANJUAN, PUERTO RICO	S AUTHORUTY RTO RICO			Date: 00 This 13	51 57
Proyecto: INSTALAC	CION SIST, MODULAR OFIC,						Date: UN-Det-13	
Y MEI. IN NORTE C	Y MEL INTERIORES PISO 3 V 9, TORRE NORTE CTRO, GUB, MINILLAS - SAN	~	MATERIAL ON SITE STATUS	SITESTATUS			1961 = 1961 1	
	2,23				Previously	This Month	Total	
Supplier	Description	Previously	This Month	Total	Deducted	Deducted	Deducted	On Site
A OSCAR RIVERA 2	CEILING ACOUSTIC TILES 3RD F	\$0.00	\$9,811.90	59,811.90	\$0,00	\$0.00	\$0.00	\$9.811.90
A OSCAR RIVERA I	DRY WALL MATERIALS 3RD FLO	\$0.00	\$8,712.45	\$8,712.45	20,00	\$0.00	\$0,00	\$8,712.45
BUILDEX CORP. 1	TOILET PARTITIONS 3RD FI.OOR	20.00	\$11,912.31	\$11,912.31	\$0.00	\$0.00	\$0.00	511,912,31
BUILDEX CORP. 2	TOILET PARTITIONS 9174 FLOOR	\$0.00	\$4,100.00	\$4,100.00	\$0.00	\$0.00	\$0.00	54,100,00
CARPETS UNLIMITED DIST, CO	DISPERSE TILE M8731 PISO 3	\$23,165.92	\$0.00	\$23,165,92	\$0.00	20'05	\$0.00	\$23,165,92
CARPETS UNLIMITED DIST. CO	DISPERSE TILE MR731 PISO 9	\$24,153.08	\$0.00	\$24,153.08	\$0.00	20.00	\$0.00	\$24,153.08
GLENN INTERNATIONAL	ELECTRICAL MATERIALS 9711F	\$0.00	\$1,250.71	\$1,250,71	\$0.00	\$0.00	\$0.00	\$1.250.71
GRAYBAR INT.	ELECTRICAL MATERIALS 3RD F	\$0,00	\$8,752.93	\$8,752,93	\$0.00	\$0.00	\$0.00	\$8,732,93
IDS OFFICE INTEGRATED DESIGN	9TH FL-100% OF MATTERIAL & FR	\$142,937.09	\$0.00	\$142,937,09	20.00	\$0.00	\$0.00	\$142,937.09
IDS OFFICE INTEGRATED DESIGN	3RD FL-100% OF MATERIAL & FR	\$240,696.99	\$0.00	\$240,695.99	50.00	\$0,00	50.00	5240,696,99
INDUMET CORP.	DOOR METAL FRAMES 3RD FLO	\$0.00	\$7,268,51	\$7,268.51	\$0.00	\$0.00	\$0.00	\$7,268.51
INDUMETCORPORATION	DOOR METAL FRANES 3RD FLO	\$0.00	\$10,085.82	\$10,085.82	\$0.00	\$0.00	\$0.00	\$10,085.82
INTERSPACE IND. I	WOOD CABINETS 3RD FLOOR	\$0.00	\$12,965.13	\$12,965.13	\$0.00	\$0.00	\$0.00	\$12.965.13
INTERSPACE IND. 2	WOOD CABINETS 9TH FLOOR	80.00	\$4,212.67	\$4,212.67	\$0.00	\$0.00	50,00	\$4,212,67
LUIS FREIRE	PLUMBING EIXTURES 9TH FLOO	\$0.00	\$10,934,41	\$10,934.41	\$0,00	\$0.00	\$0.00	\$10.934.41
LUIS FREIRE D	PILIMBING FIXTURES 9TH FLOO	\$0.00	\$8.571.41	\$8,571,41	\$0.00	\$0.00	50.00	\$8,571.41
LUIS FREIRE DIV	BATHROOM ACCESSORIES 3RD	\$0.00	\$6,163.92	\$6,163.92	\$0.00	\$0.00	20.00	\$6,163.92
: LUIS FREIRE DIV	PLUMBING FIXTURES 9TH FLOO	\$0.00	\$424.20	\$424.20	20,00	80.00	\$0.00	\$424,20
MADERAS DECORATIVAS	WOOD DOORS 9TH FLOOR	\$0.00	£7,424,68	57,424.68	\$0.00	\$0.00	\$0.00	\$7,424.68
SOUTH TANKS							-	20114141

			•				**	
ro de Proyecto: 1120W	ro de Proyecto: <u>1120VV</u> ero de Contrato: <u>C-00036(11-12)</u>	naf	COMMONWEALTH OF PUERTO RICO PUBLIC BUILDINGS AUTHORITY SAN JUAN, PUERTO RICO	F PUERTO RICO SS AUTHORITY SRTO RICO			Certification No.	No. 3
Proyecto:	Proyecto: INSTALACION SIST, MODULAR OFIC, Y MEL, INTERIORES PISO 3 Y 9, TORRE NORTE CTRO, GUB, MINILLAS - SAN	4	MATERIAL ON SITE STATUS	SITE STATUS				
olier	Description	Previously	This Month	Total	Previously Deducted	This Month Deducted	Total	On Site
	Totales	S438,196.98	\$129,941.06	S\$68.138.04	\$0.00	10.02	20.00	

Desc: Main

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1						Número Control
	ORACIÓN E	DEL GERTIFICACION S	OBRE POLIZA	DE SEGUR	10	Control
	•	EL ESTADO	20			
A: Direcció		DAD DE EDIFIÇIOS PUBLICO	08		25	
Ollection	\ <u></u>					
Certifica	mos que el p	atrono AIREKO CONST	RUCTION CORP		40414	-00000
		ntes requisitos para la obtencio		ra sus obreros o		
emplead	os, en caso o	le ocurrir un accidente del trab	ajo:			
	1 Dindiá	ou de alesanión de la mássium e	30 DE 1114	WO DE 2014		
	r. Rindid	su declaración de la nómina e	en; 28 DE JUI	VIO DE 2011		
	2. Su pól	iza cubre tos siguientes riesgo.	s·			
	V		<u> </u>			
		5213-273 CONSTRUCCION	CON HORMIGON	LADRILLOS O	BLOQUES	
	3 Pago la	as primas establecidas por el A	dministrador en:	*2		
PRIMER S	, -	25 DE ENERO DE 201		25 DI	E ENERO DE 20	112
			4ño	Dia	Mes	Año
SEGUNDO	SEMESTRE	21 DE FEBRERO DE 2012		21 DE FEBRE	RO DE 2012	
		₩.				
	4 La nôli	za cubre la (s) localidad (es	١			
		ORTE CENTRO GUBERNAME		SANCHEZ VILEI	l A	
		I, PUERTO RICO				
	6 51 mag	tanta dal manunctus	#O 07	C 770 00		
		tante del proyecto:	-	6,779.00		
		stimada Total;	\$664	,569.28		
		duración del proyecto		2	Meses	
		onsiderada Año Fiscal	\$664	,569.28		
		nsiderados Año Fiscal		2	Mes	
	Prima Impi	uesta		\$ 48,513.56		
		VÁLIDA HASTA 3	0 DE JUNIO DE 2012			
SUJETO	AL PAGO D	E LAS CUOTAS IMPUESTAS DE	NTRO DE LAS FECH	AS DE VENCIMIE	NTO ESTABLE	CIDAS
Observacione	s.	INSTALACION DE MODULARES	Y MEJORAS INTERIO	ORES PISO 3 Y 4		
	7	<i>(</i> )		AND THE STATE OF T		
9/	17	GI				
(-F.ST	IL					
NAFRIAS I	RIAS		1	23 DE FEBRERO	DE 2012	
						A

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Firma Jafe Oficina de Seguros e Intervenciones

Fecha

THIS ENDORSEMENT, EFFECTIVE 04/13/12 PART OF POLICY NO. DGL-PR-087954-2, CA4-46054353, UMBPR0972732, (A.M. standard time)

INSURED TO: AIREKO CONSTRUCTION, CORP.

#### ADDITIONAL INSURED

IT IS HEREBY UNDERSTOOD AND AGREED THAT AUTORIDAD DE EDIFICIOS PUBLICOS INCLUDED AS ADDITIONAL INSURED UNDER THIS POLICY BUT ONLY WITH RESPECT TO THE LIABILIT ARISING OUT OF THE ON GOING OPERATIONS, PERFORMED BY THE NAMED AND ONLY WITH RESPECT TO THE PROJECTS DESCRIBED BELOW.

RE: INSTALACION DEL SISTEMA MODULAR DE OFICINAS Y LAS MEJORAS A INTERIORES DE LOS PISOS 3 Y 9 DE LA TORRE DEL CENTRO GUBERNAMENTAL ROBERTO SANCHEZ VILELLA (MINILLAS), SAN JUAN, PR. (AEP-1120-W)

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

#### HOLD HARMLESS AGREEMENT

The contractor, for itself, agents, employees, successor and assigns agrees to and hold harmless the owner from and against any and all claims, demands, and/or suits whether judicial or extra judicial for any cause whatsoever arising out related to the execution of the contract described below, and it insured shall defend the owner from such claims, demands and/or suits and shall bear all the expenses for much defense contemplated within the coverage and limits provide by this policy, except where such claims demands and/or suits are due solely to negligence of:

#### AUTORIDAD DE EDIFICIOS PUBLICOS

RE: INSTALACION DEL SISTEMA MODULAR DE OFICINAS Y LAS MEJORAS A INTERIORES DE LOS PISOS 3 Y 9 DE LA TORRE DEL CENTRO GUBERNAMENTAL ROBERTO SANCHEZ VILELLA (MINILLAS), SAN JUAN, PR. (AEP-1120-W)

This hold harmless agreement does not extended, modify, increase limits of, or otherwise after the coverage provide by this policy.

#### **CANCELLATION CLAUSE**

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE EVENT OF CANCELLATION OF THIS POLICY, SIXTY (60) DAYS WRITTEN NOTICE SHALL BE GIVEN EXCEPT FOR NON PAYMENT PREMIUM IN WHICH CASE TERMS AND CONDITIONS PROVIDED IN ENDORSEMENT IL 0136 ARE APPLICABLE UNDER THIS POLICY.

# **AUTORIDAD DE EDIFICIOS PUBLICOS**

RE: INSTALACION DEL SISTEMA MODULAR DE OFICINAS Y LAS MEJORAS A INTERIORES DE LOS PISOS 3 Y 9 DE LA TORRE DEL CENTRO GUBERNAMENTAL ROBERTO SANCHEZ VILELLA (MINILLAS), SAN JUAN, PR. (AEP-1120-W)

All others terms and conditions of this policy remain unchanged.

III TRIPLE-S INSURANCE AGENCY

06/13/2012

# AUTORIDAD DE EDIFICIOS PUBLIÇOS

Asegurado

AIREKO CONSTRUCTION INC.

Póliza núm,

BR-92000791

Efectividad

02/01/2012 A 06/30/2012

Expediente

2053815

Estimados señores:

Nos place informarles que la póliza en referencia ha sido pagada en su totalidad y no financiada. La prima total pagada fue de \$2,024.00.

De surgir alguna pregunta, favor comunicarse con nosotros al número de teléfono (787)781-4000.

Cordialmente,

JUAN RIVERA PIMENTEL

Departamento de Contabilidad

grave Rosers P.

TRAVELERS

One Tower Squale, Hartford, CT 06183

June 19, Phil-

Autoridad de legificios Públicos PO Box (4929) Sen June PR (1804)

RE: AIREKO CONSTRUCTION CORPGRATION
BOND NUMBER 105694267
PROJECT "INSTALACIÓN DE MODULARES Y MEJORAS INTERIORES
PISOS 3 Y 9 DEL CENTRO LA BERNAMENTAL ROBERTO SÁNCHEZ
VILLELA, SANJUAN, PUERTO RICO SEGÚN SUBASTA NÚMERO AEP-1120-

Dear Siss:

We hereby could to above referenced bond is paid in full. The effective date is January 49, 2012. The five 0 premiors of agod was \$15.07.156.

The bond torpy to its acknowledged in the contract even though the bond is a continuous obligation. So and the project go beyond the L. countly perfect there will be an additional premium obligation and

If you need additional information please contact is:

Consinta

1 - . .

of the course of the second Survey of the party

Manual V. C. No.

Minister of the

# CERTIFICACION DE PAGO TOTAL

05/18/2012

AUTORIDAD DE EDIFICIOS PUBLICOS

Re: AIREKO CONSTRUCTION, CORP.

Póliza: DGL-PR-087954-2

File: 00127540

Prod: Casellas (944) Carrion, Laffitte &

Señores:

Certificamos que la póliza de referencia ha sido pagada en su totalidad y no financiada.

Proyecto: Pisos 3 y 9 Centro Gubernamental Minillas por la cantidad de \$ 7,334.00

La misma tiene una efectividad 10/01/2011 a 10/01/2012.

Esperamos que esta información le sea de conformidad.

Cord'almente!

SR. LESTER VAELLO REYES DPTO. DE CONTABILIDAD

ORIGINAL

PO BOX 192511, SAN JUAN PR 00919 TUL. (787) 754-7155, UAX (787) 754-8750

DF created with odfFuctory trial version www.cdffagrapy.com



ESTADO LIBRE ASOCIADO DE PUERTO RICO DEPARTAMENTO DE HACIENDA AREA DE RENTAS INTERNAS NEGOCIADO DE SERVICIO AL CONTRIBUYENTE MODELO SC 2756 REV. 01 DIC 2013 KELSRR2 CAGUAS 03-01-2014 10:14:10

CONTROL: V14-SJ-084965C

NUM DE CUENTA: XXXXX6068

AIREKO CONSTRUCTION CORP

PO BOX 2128

SAN JUAN PR 00922

CERTIFICADO DE RELEVO TOTAL DE LA RETENCION EN EL ORIGEN SOBRE PAGOS POR SERVICIOS PRESTADOS POR CORPORACIONES Y SOCIEDADES

DE ACUERDO A LO ESTABLECIDO EN LA SECCION 1062.03 DEL CODIGO DE RENTAS INTERNAS DE PUERTO RICO, PARA UN NUEVO PUERTO RICO, SEGUN ENMENDADO Y CONFORME A LOS REQUISITOS ESTABLECIDOS EN DICHA SECCION, SE LE CONCRDE ESTE CERTIFICADO DE RELEVO TOTAL DE RETENCION SOBRE PAGOS POR SERVICIOS PRESTADOS EN PUERTO RICO. ESTE RELEVO ESTARA EN VIGOR CON RESPECTO A PAGOS DURANTE EL A#O NATURAL 2014.

DEBE ENTREGAR COPIA DE ESTE CERTIFICADO DE RELEVO TOTAL A TODA PERSONA RESPONSABLE DE EFECTUAR LA RETERCION SOBRE PAGOS POR SERVICIOS PRESTADOS.

SI LAS CONDICIONES BAJO LAS QUE SE EMITE ESTE CERTIFICADO NO APLICAN A SU CASO, FAVOR DE IGNORAR EL MISMO.

PARA ACLARAR CUALQUIER DUDA U OBTENER INFORMACION SOBRE ESTE PARTICULAR, FUEDE LLAMAR AL CENTRO DE LLAMADAS Y CORRESPONDENCIA DE SERVICIO AL CONTRIBUYENTE AL (787) 722-0216.

ESTE RELEVO NO LO EXIME DEL PAGO DE CUALQUIER DEUDA CONTRIBUTIVA.

EXPEDIDO EL: 03-01-2014

DERECTOR O SU REPRESENTANTE AUTORIZADO NEGOCIADO DE SERVICIO AL CONTRIBUYENTE

VENCE EL 31 DE DICIEMBRE DEL 2014

# Certificación #4 Retenido (Factura #AI-26-12046)



INVOICE No. Al-26-12046

P.O. Box 2128 San Juan, PR. 00922-2128 Tel. (787) 653-6300

DATE: 01/24/2014 CERTIFICATE FOR PAYMENT PROJECT: INSTALACION SIST. MODULAR Y MEJORAS INTERIORES PISO 3 Y 9 TORRE NORTE CENTRO GUB. MINILLAS - SAN JUAN **CERTIFICATION NO: 04** PROJECT #: 201271-170 PERIOD ENDING: 06/30/2012 1. CONTRACT AMOUNT 2,076,779.00 2. APPROVED CHANGE ORDERS 3. TOTAL CONTRACT AND APPROVED CHANGE ORDERS 2,076,779.00 4. TOTAL VALUE OF WORK PERFORMED TO DATE 1,246,373.85 5. LESS: 10% RETAINAGE A NET AMOUNT EARNED ON WORK PERFORMED CERTIFIED TO DATE 1,246,373.85 LESS: NET AMOUNT PREVIOUSLY CERTIFIED 1,121,736.47 8. NET AMOUNT DUE ON WORK PERFORMED THIS PERIOD 124,637.38 9. \_\_ 90\_% TO BE PAID FOR VALUE OF MATERIAL STORED AT THE CLOSE OF THIS PERIOD 10. LESS: AMOUNT PAID FOR MATERIALS STORED AT THE CLOSE OF LAST PERIOD 0.00 11. AMOUNT TO BE PAID (DEDUCTED) ACCORDING TO THE DIFFERENCE BETWEEN LINES 9 & 10 OF THIS CERTIFICATE 0.00 12. TOTAL PAYMENT DUE THIS PERIOD (LINE 8 & 11) 124,637.38 SUBMITTED BY: RECEIVED BY: Ing. Kenneth Báez Project Manager DATE: DATE: APPROVED BY:



Aireko Construction, LLC

PO Box 2128

San Juan, PR 00922-2128

Phone: 787-653-6300

Fax: 787-653-0124

**Invoice Number: Invoice Date:** 

> Terms: Payment:

INVOICE

AI-26-12048 12/29/15

Net 30 days Bill from office

Bill to:

Autoridad Edificios Públicos

San Juan PR

Job:

201271-170

Attn:

Ing. Gerardo Crespo

Contract No.: C-00036 (11-12)

Project:

1120W

Job: Instalación de Modulares y Mejoras Interiores Pisos 3 & 9 Minillas

Qty	Unit	Tax	Price	Total
1	LS	none	2,076,779.00	2,076,779.00
1	LS	none	1,246,373.85	1,246,373.85
1	LS	none	830,405.15	830,405.15
1	LS	none	124,560.77	124,560.77
	Qty 1 1 1 1	1 LS 1 LS 1 LS	1 LS none 1 LS none 1 LS none	1 LS none 2,076,779.00 1 LS none 1,246,373.85 1 LS none 830,405.15

Subtotal:

\$124,560.77

Tax:

0%

\$0.00

Total:

\$124,560.77

Thank you for choosing AIREKO

Delivered:

Received:



Aireko Construction, LLC PO Box 2128

San Juan, PR 00922-2128

Phone: 787-653-6300

Fax: 787-653-0124

**Invoice Number: Invoice Date:** 

> Terms: Payment:

INVOICE

AI-26-08055 09/16/15

Net 30 days

Bill from office

Bill to:

Autoridad Edificios Públicos

San Juan PR

Job:

201271-170

Attn:

Ing. Gerardo Crespo

Contract No.: C-00036 (11-12)

Project:

1120W

Job: Instalación de Modulares y Mejoras Interiores Pisos 3 & 9 Minillas

Description	Qty	Unit	Tax	Price	Total
	1	Each	none	64,683.54	64,683.54

Intereses devengados hasta 08/31/2015 por facturas vencidas

Subtotal:

\$64,683.54

Tax:

0%

\$0.00

Total:

\$64,683.54

Thank you for choosing AIREKO

Delivered:

Received:

16-Sep-15 Yadinell Vázquez Figueroa

> Preparado por: Revisado por:

# Computo de Intereses sobre Certificaciones Hasta el 31de agosto de 2015 JOB: AEP Piso 3 y 9 Contract No. C00036 (2011-2012)

No.			Work Performed	Potolnage	Confided	Certificaciones	Documento	Vencimiento	Fecha		Cantidad	Balance	Dias	Intereses af 6%	%9 Ja	Balance
Cert.	Periodo	qp				Fecha de Entrega	Fecha Entrega	45	Pago	No. Cheque	Cobrada	No Cobrado Vencidos	Venctors	por dia	4 is facha	Ariendado
	1-May-12 to 31-May-12	31-May-12	721,822,60	72,182.26	649,640.34	13-Aug-12	Transmittal	27-Sep-12	31-Mar-13		177	304.369.67	185	50.73	9.384.73	9 384 73
2   1	I-May-12 to	31-May-12			304,369.67	31-Mnr-13		31-Mar-13				304.369.67	L	50.73	44.793.07	54 177 RD
3	1-Jun-12 to	30-Jun-12	129,941.06	12,994.11	116,946.95	24-Jan-14	Transmittal	10-Mar-14				116,946,95		19.49	10.505.73	64.683.54
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6	d														Ī	
10	to															
															ı	
																\$ 64,683.54



Phone: 787-653-6300 Fax: 787-653-0124 **Invoice Number:** Invoice Date:

AI-27-04028 04/26/16 Net 30 days Bill from office

INVOICE

San Juan, PR 00922-2128

Autoridad Edificios Públicos

Job:

Terms:

Payment:

201271-170

San Juan PR

Attn:

Ing. Gerardo Crespo

PO Box 2128

**Contract No.:** C-00036 (11-12)

Project:

Bill to:

1120W

Job: Instalación de Modulares y Mejoras Interiores Pisos 3 & 9 Minillas

Description	Qty	Unit	Tax	Price	Total
Intereses devengados hasta 12/31/2015 hasta 04/26/2016 por facturas vencidas	1	Each	none	8,496.55	8,496.55

Subtotal:

\$8,496.55

Tax:

\$0.00

Total:

\$8,496.55

Thank you for choosing AIREKO

Delivered:

Received:

# Computo de Intereses sobre Certificaciones Hasta el 26 de Abril de 2016 JOB: AEP Piso 3 y 9 Contract No. C00036 (2011-2012)

Balance	100000	новидадо	9,384.73	66,504.77	81.746.86										\$ 81,746.86			igueroa	
S at 6%	name offer A for familia	A la recha		57,120.04	15,242,09												27-Apr-16	Yadineli Vázquez Figueroa	
Infereses at 6%		1	50.73	50.73	19.49											64,683.54 8,566.77 8,496.55		Yadlı	
Dlas	_ S	201	100	1,126	782											08055 12021	(2)	(2)	
Balance	No Cohendo	204 720 67	10,400,400	304,369.67	116,946.95											Factura Al-26-08055 Factura Al-26-12021	Date:	Preparado por:	
Cantidad	Cobrada	345 970 67	212,610,01																
	No. Cheque																		
Fecha	Pago	31-Mar-13																	
Vencimiento	45	27-Sen-12	21 Mar 12	CI-IBIAI-1C	10-Mar-14														
Documento	Fecha Entrega	Transmittal		- 32	Transmittal														
Certificaciones	Fecha de Entrega	13-Aug-12	31-Mar-13	24 Ten 14	Z4-73D-14														
Cantidad		649,640,34	304,369.67	116 046 05	110,740,73														
Refeinage		72,182,26		12 004 11	14,727.11														
Work Performed		721,822.60		129.941.06	2011														
		i-May-12 to 31-May-12	31-May-12	30-Jun-12															
30	Periodo	2	I-May-12 to	0	5	1	2	9	0	10	L	2	9	ı	ı				

830,405.15

Total Net Invoiced Retainage Balance Balance To Finish

2,076,779.00

# PO Box 2128 San Juan PR 00922-2128

26-Apr-16

Date

# AUTORIDAD DE EDIFICIOS PUBLICOS STATEMENT OF ACCOUNT April 26, 2016

ant 30 45 60 Ove		PISO 3 Y 4 PROJECT# 1120W CONTRACT NO. C-00036[11-12]			CON	PISO 3 Y 4 PROJECT# 1120W CONTRACT NO. C-00036(11-12)	W (11-12)						
AI-23-05064 BAL         CERT 2         May-12         13-Aug-12         \$ 304,369.67           AI-24-01014         CERT 3         Jun-12         27-Jan-14         \$ 116,946.96           AI-24-01014         CERT 4         Jun-12         29-Dec-15         \$ 124,637.38           AI-26-12046         LOSS PROFIT         Dec-15         \$ 124,560.77           Final Total         \$ 670.544.78         \$ 670.544.78		# Invoice	Cert.	Period	1	Net	Current	30		45	09	Over	06
AI-23-05064 BAL CERT 2 May-12 13-Aug-12 \$ 304,369.67  AI-24-01014 CERT 3 Jun-12 27-Jan-14 \$ 116,946,96  AI-26-12046 CERT 4 Jun-12 29-Dec-15 \$ 124,637.38  AI-26-12048 LOSS PROFIT Dec-15 \$ 29-Dec-15 \$ 124,560.77  Final Total		Work Performed Invoices											
AI-24-01014 CERT 3 Jun-12 27-Jan-14 \$ 116,946,96 AI-26-12046 CERT 4 Jun-12 29-Dec-15 \$ 124,637.38 AI-26-12048 LOSS PROFIT Dec-15 \$ 124,560.77 Final Total	201271-170	AI-23-05064 BAL		May-12	13-Aug-12 \$	304,369.67		4				06	F2 036 PUG
Al-26-12046 CERT 4 Jun-12 29-Dec-15 \$ 124,637.38 Al-26-12048 LOSS PROFIT Dec-15 \$ 124,560.77 Final Total	PISO 3 Y 4	AI-24-01014	CERT 3	Jun-12	27-Jan-14 \$	116,946,96			ĕ			11	116 046 06
Al-26-12048 LOSS PROFIT Dec-15 \$ 124,560,77  Final Total		AI-26-12046	CERT 4	Jun-12	29-Dec-15 \$	124,637.38						17	110,740.70
Final Total S 670.554.78 S - S - S - S - S - S - S - S - S - S		AI-26-12048	LOSS PROFIT	Dec-15	29-Dec-15 \$	124,560.77						71 5	00.100,42
\$ 670.514.78 \$ \$ \$	PROJECT# 1120\	M										77	77.000,471
		Final Total			69	670,514.78 \$		s	50		S	. \$	670 514 78
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₩	Adjusted Contrac	t Amount	\$ 2,076,779.00	î i									
stract Amount \$		rd.		ji									



Aireko Construction, LLC PO Box 2128

San Juan, PR 00922-2128

Phone: 787-653-6300

Fax: 787-653-0124

**Invoice Number:** Invoice Date:

Terms: Payment: INVOICE

AI-26-12021 12/21/15 Net 30 days

Bill from office

Bill to:

Autoridad Edificios Públicos

San Juan PR

Job:

201271-170

Attn:

Ing. Gerardo Crespo

Contract No.: C-00036 (11-12)

Project:

1120W

Job: Instalación de Modulares y Mejoras Interiores Pisos 3 & 9 Minillas

Description	Qty	Unit	Tax	Price	Total
Intereses devengados desde 09/01/2015 hasta12/31/2015 por facturas vencidas	1	Each	none	8,566.77	8,566.77

Subtotal:

\$8,566.77

Tax:

0% \$0.00

Total:

\$8,566.77

Thank you for choosing AIREKO

Delivered:

Received:

# Computo de Intereses sobre Certificaciones Hasta el 31 de diciembre de 2015 JOB: AEP Piso 3 y 9 Contract No. C00036 (2011-2012)

No. Cert.         Factor         Certificaciones         Documento         Vencimiento         Fecha de Cantidad         Documento         Vencimiento         Fecha de Cantidad         Documento         Vencimiento         Fecha de Cantidad         Documento         Vencidado         Dias         Intereses al 6%         Balance           Cert.         1 - May-12 Io 31-May-12 Io 31-May-12 Io 31-May-12 Io 31-May-12 Io 31-May-12 Io 30-Jun-12 II 30-Jun-12 Io 30-Jun-	House,   Ferinaria   Reteinage   Cantidad    Mork Performed   Reteinage   Cantidad   Certificaciones   Documento   Vencimiento   Fecha de Entrega   Cantidad   Certificaciones   Dias   Intereses al 6%   LMay-12   LMay-12   LMay-12   LJun-12   LJun-12	1																12/31/2015	
Particular   Par	Periodo   Peri	Periodo   Peri	ď			Work Performed	Refeinage		Certificaciones	Documento	Vencimiento			Cantidad	Balance	Dias	Intereses	3/6%	Balance
1-May-12   12,1822.60   72,1822.60   649,640.34   13-Aug-12   Transmittal   27-Sep-12   31-Mar-13   345,270.67   304,369.67   1005   50,73   59,881.92   1-Jun-12   10   30-Jun-12   116,946,95   24-Jan-14   Transmittal   10-Mar-14   10-Mar-14   116,946,95   661   19,49   12,835.66   12,994,10   116,946,95   12,994,10   12,835.66   12,994,10   12,994,10   12,835.66   12,994,10   12,835.66   12,994,10   12,835.66   12,994,10   12,835.66   12,994,10   12,835.66   12,994,10   12,835.66   12,994,10   12,835.66   12,994,10   12,835.66   12,994,10   12,835.66   12,994,10   12,835.66   12,994,10   12,994,10   12,994,10   12,994,10   12,994,10   12,994,10   12,994,10   12,994,10   12,994,10   12,994,10   12,994,10   12,994,10   12,994,10   12,994,10   12,994,10   12,994,10   12,994,10   12,994,1	1-May-12   10   31-May-12   721,822.60   72,182.26   649,640.34   13-Aug-12   Transmittal   27-Sep-12   31-Mar-13   345,270.67   304,306.67   1005   307,305.67   304,306.67   1005   307,306.87   1005   304,306.67   1005   30	1-May-12   10   31-May-12   12,182.56   649,640.34   13-Aug-12   13-Mar-13   13-Mar-13   13-Mar-13   13-Mar-13   13-Mar-13   13-Mar-13   14-Mar-13   14-Mar-13   15,046.55   12,594.11   116,946.55   24-Jan-14   Transmittal   10-Mar-14   10-Mar-14   116,946.55   12,594.11   116,946.11   12,594.11	덻	11	Perlodo				Fecha de Entrega	Fecha Entrega	45	Pago	No Channe	Cohrada		Voncidor		1000	
1-May-12   to   31-May-12   12994;10   12,994;11   116,946,95   24-Jan-14   Transmittal   10-Mar-14   10-Mar-14   116,946,95   304,369,67   12,835,66   12,835,6	1-May-12   to   31-May-12   129,941   16,946,95   31-Mar-13   31-Mar-13   34,369,67   310,369,57   310,369,	1-May-12   129-941.06   12,994.11   116,946,95   24-Jan-14   Transmittal   10-Mar-14   Transmittal   10-Mar-14   116,946,95   12,833.66   12,994.11   116,946,95   12,833.66   12,944.11   116,946,95   12,833.66   12,944.11   116,946,95   12,833.66   12,944.11   116,946,95   12,833.66   12,944.11   12,833.66   12,944.11   12,833.66   12,944.11   12,833.66   12,944.11   12,833.66   12,944.11   12,833.66   12,944.11   12,833.66   12,944.11   12,833.66   12,944.11   12,833.66   12,944.11   12,833.66   12,944.11   12,833.66   12,944.11   12,833.66   12,944.11   12,833.66   12,944.11	4	I-May-12	to 31-May-12		72,182,26		13-Aug-12	Tennomillal	97 Can 19	31 14-10		2000000	-	Vencions	7	A la recha	Навидадо
1-Jin-12   10 30-Jun-12   129,941.06   12,994.11   116,946,95   24-Jun-14   Transmittal   10-Mar-14   Transmittal   10-Mar-14   116,946,95   661   19,49   12,883.66   19,69   12,883.66   12,69   12,883.66   12,69   12,883.66   12,69   12,883.66   12,69   12,883.66   12,69   12,883.66   12,69   12,883.66   12,69   12,883.66   12,69   12,883.66   12,69   12,883.66   12,69   12,883.66   12,69   12,883.66   12,69   12,883.66   12,69   12,883.66   12,69   12,883.66   12,69   12,883.66   12,69   12,69   12,69   12,883.66   12,69   12,69   12,883.66   12,69   1	1-Jin-12   10 30-Jin-12   12,994,106   12,994,11   116,946,95   24-Jin-14   Transmittal   10-Mar-14   Transmittal   10-Mar-14   116,946,95   661   19,49   12,883,66   7   10,05   12,833,66   7   10,05   12,833,66   7   10,05   12,833,66   7   10,05   12,833,66   7   1	1-Jin-12   10 30-Jin-12   129,941.06   12,994.11   116,946.95   24-Jin-14   Transmittal   10-Mar-14   10-Mar-14   10,041.13   10,041.14	2	1-May-12	to 31-Mov-12			304 350 57	21 71 11	The state of the s	71-dac-17	31-Mar-13		345,270.67	304,369.67	185	50.73	9,384,73	9,384,73
1-111-12   129,941,06   12,994,11   116,946,95   24-7an-14   Transmittal   10-Mar-14   Transmittal   116,946,95   661   19,49   12,883,66   10   10   10   10   10   10   10	1-1111-12   129,94,106   12,994,11   116,946,95   24-7an-14   Transmital   10-Mar-14   Transmi	1-1111-12   129,941,06   12,994,11   116,946,95   24-Jan-14   Transmittal   10-Mar-14   Transmittal   10-Mar-14   Transmittal   10-Mar-14   116,946,95   661   19,49   12,883,66   19,49	ŀ		21 (111)	1		10,400,400	31-Mnr-13		31-Mar-13				70 9A5 A05	1.000	60.72	20 00 00	20 356 65
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21-Dec-15	Yadinell Vázquez Figueroa
Date:	Preparado por:

Preparado por:

Revisado por:



P.O. Box 2128 San Juan, PR. 00922-2128 Tel. (787) 653-6300

**INVOICE No. AI-26-12046** 

DATE: 01/24/2014

#### CERTIFICATE FOR PAYMENT

PROJECT: INSTALACION SIST. MODULAR Y MEJORAS INTERIORES PISO 3 Y 9 TORRE NORTE CENTRO GUB. MINILLAS - SAN JUAN **CERTIFICATION NO: 04** PERIOD ENDING: 06/30/2012 PROJECT #: 201271-170 2,076,779.00 1. CONTRACT AMOUNT 2. APPROVED CHANGE ORDERS 2,076,779.00 3. TOTAL CONTRACT AND APPROVED CHANGE ORDERS 4. TOTAL VALUE OF WORK PERFORMED TO DATE 1,246,373.85 5. LESS: 10% RETAINAGE 1,246,373.85 6. NET AMOUNT EARNED ON WORK PERFORMED CERTIFIED TO DATE 1,121,736.47 7. LESS: NET AMOUNT PREVIOUSLY CERTIFIED 124,637.38 8. NET AMOUNT DUE ON WORK PERFORMED THIS PERIOD 9.  $\_$  90 $\_$ % TO BE PAID FOR VALUE OF MATERIAL STORED AT THE CLOSE OF THIS PERIOD 10. LESS: AMOUNT PAID FOR MATERIALS STORED AT THE CLOSE OF LAST PERIOD 0.00 11. AMOUNT TO BE PAID (DEDUCTED) ACCORDING TO THE DIFFERENCE BETWEEN LINES 9 & 10 OF THIS CERTIFICATE 0.00 124,637.38 12. TOTAL PAYMENT DUE THIS PERIOD (LINE 8 & 11) RECEIVED BY: SUBMITTED BY: Ing. Kenneth Báez Project Manager DATE: DATE: APPROVED BY:

Case:17-03283-LTS Doc#:23627 Filed:02/24/23 Desc: Main

**Document** Balance To Finish

2,076,779.00

830,405.14 124,637.39

1,121,736.47

Total Net Invoiced
Retainage Balance

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€9 2,076,779.00 2,076,779.00

Final Total AI-23-05064 BAL

304,369.67

Net Current

PROJECT# 1120W CONTRACT NO. C-00036(11-12) 30

45 60

304,369.67

116,946.96

421,316.63

69

AI-24-01014

Over 90

13-Aug-12

May-12

date

INSTALACION MODULOS Y MEJORAS INTERIORES PISO 3 Y 4, TORRE NORTE CEMTRO GUB. ROBERTO SANCHEZ VILELLA (MINILLAS)- SAN JUAN

PISO 3 Y 4

Invoice Work Performed Invoices

Cert.

Period

Invoice

Jun-12

Amount

27-Jan-14

116,946.96

421,316.63 \$

Date

12-Dec-14

P.O. Box 2128 SJ PR 00922-2138

AUTORIDAD DE EDIFICIOS PUBLICOS STATEMENT OF ACCOUNT December 12, 2014

> Total Net Invoiced Retainage Balance Balance To Finish

1,121,736.47 124,637.39 830,405.14 2,076,779.00

2,076,779.00

PO Box 2128 San Juan PR 00922-2128

PO Box 2128 San Juan PR 00922-2128

INSTA

INSTA

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Inst

Inst

201271-170

PROJECT# 1120W

PROJECT# 1120W

Final Total

Contract Amount
Change order

Adjusted Contract Amount

August 31, 2015	AUTORIDAD DE EDIFICIOS PUBLICOS
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								2,076,779.00	€9	ontract Amount
	- \$	s	37		421,316.63 \$	s			Final Total	
					***************************************					ROJECT# 1120W
					116 946 96	27-Ian-14 \$	Jun-12		AI-24-01014	ISO 3 Y 4
					304,369.67	13-Aug-12 \$	May-12		AI-23-05064 BAL	01271-170
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				11-12)	CONTRACT NO. C-00036(11-12)	CONTR				
					PISO 3 Y 4					
NJUAN	A (MINILLAS)- SA	IEZ VILELLA	TO SANCH	TRO GUB. ROBER	ORRE NORTE CEN	RES PISO 3 Y 4, To	AS INTERIOR	LOS Y MEJORA	INSTALACION MODULOS Y MEJORAS INTERIORES PISO 3 Y 4, TORRE NORTE CEMTRO GUB. ROBERTO SANCI	

Over 90

421,316.63

304,369.67 116,946.96 Case:17-03283-LT\$

Doc#:23627 Filed:02/24/23 Entered:02/24/23 18:59:22 Desc: Main Document Page 85 of 236

Anejo 5

Government of Puerto Rico
PUBLIC BUILDINGS AUTHORITY
San Juan, Puerto Rico

2012-C00031

### **AGREEMENT** C00031 (2011-2012)

#### APPEAR

AS PARTY OF THE FIRST PART: The Public Buildings Authority, ID. No. 660-43-3801, under the authority vested in him by Law No. 56 of June 19, 1958, as amended, hereinafter referred to as "THE PBA"; represented by the Executive Sub Director, Arch. Astrid Díaz Vega, of legal age, single and resident of San Juan, Puerto Rico.

AS PARTY OF THE SECOND PART: AIREKO CONSTRUCTION CORP., IRS No. 660-28-6068, a corporation organized and existing under the laws of the Commonwealth of Puerto Rico, with principal offices at Caguas, Puerto Rico, herein represented by its Vice President of Operations, Edgardo Albino, of legal age, married and resident of Caguas, Puerto Rico, hereinafter referred to as "THE CONTRACTOR".

#### WITNESSETH

WHEREAS: Both parties are authorized to execute this Agreement and will attest accordingly when and wherever necessary.

WHEREAS: THE PBA has the responsibility to administrate and maintain the buildings, facilities and utilities under its ownership.

WHEREAS: THE PBA is committed to the Installation of Modular Office System & Interior Improvements to the Seventh Floor on the North Building at Roberto Sánchez Vilella Government Office Center ("Minillas"), San Juan, Puerto Rico.

WHEREAS: THE CONTRACTOR has the expertise and resources to accomplish the project.

Now, therefore, THE PBA and THE CONTRACTOR enter into this Agreement under the following:

#### TERMS AND CONDITIONS

ARTICLE 1 - Statement of Work: THE CONTRACTOR shall furnish all labor, equipment, material and services or otherwise, as indicated in the Bidding Documents for the execution of PBA Project No. AEP-1120X at San Juan, Puerto Rico. All work will be in strict



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accordance with the Contract Documents, all of which are made part here of and listed in Article 7 of this Contract.

ARTICLE 2 - The Contract Amount: For the performance of the work described in Article 1 of this Contract THE PBA shall pay THE CONTRACTOR and for the term of the Contract the maximum amount of One Million Two Hundred Fifty Eight Thousand One Hundred Fifty Five Dollars (\$1,258,155.00), from Account No. 16000-0000-1120X-00-000-1000-0000.

ARTICLE 3 - Change orders: Change orders under this Contract will be authorized and executed according to the provisions of the General Conditions set forth in the Bidding Documents.

ARTICLE 4 - Time for Completion: THE CONTRACTOR will start working under this Contract on the date to be specified in the written order to proceed by THE PBA and will complete all work there under within Ninety hundred (90) consecutive calendar days computed from the date stated in the order to proceed.

ARTICLE 5 - Liquidated Damages: THE CONTRACTOR and his surety shall be liable for and shall pay to THE PBA the amount of Three hundred dollars (\$300.00), as fixed liquidated damages for each calendar day the completion of this project is delayed, and such delay is attributable and within the control of THE CONTRACTOR, until the work is completed to the satisfaction of THE PBA, according to the Contract.

ARTICLE 6- Hold Harmless Agreement: THE CONTRACTOR and its insurer will hold harmless and released THE PBA from and against any and all claims, demands and/ or suits, whether judicial or extrajudicial for any cause whatsoever, arising out of, or related to, the execution of this contract, and THE CONTRACTOR and its insurer will defend THE PBA from such claim, demands and or suits and will bear all the expenses for such defense.

#### ARTICLE 7 - Contract Documents:

- (a) THE CONTRACTOR will deliver to the PBA within five (5) days of the signing of the contract all documents, including the following:
  - a. Performance Bond 50%
  - b. Payment Bond 50%
  - c. Workmen's Compensation Insurance Statutory
  - d. Employer's Liability
  - e. Comprehensive General and Automobile Liability Insurance including Owner's protective Liability
  - f. Hold Harmless Clause
  - g. Builder's Risk



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h. Installation Floater

- (b) THE CONTRACTOR holds PBA harmless of any claim arising out of the performance of the work agreed on this contract and during the before mentioned period of five (5) days in which THE CONTRACTOR will furnish the documents to PBA enumerated above from "a" to "h".
  - (c) In addition to This Agreement the following documents form part of the Contract:
  - 1. Contractor's Proposal dated May 31, 2011 and Letter of Award dated July 28, 2011.
  - 2. Addendum Number: 1. Date May 18, 2011

2. Date - May 19, 2011

3. Date - May 24, 2011

4. Date - May 27, 2011

- 3. Instructions to Bidders
- 4. General Conditions
- Supplementary General Conditions
- 6. Special Conditions
- Supplementary Special Conditions ("Condiciones Especiales Suplementarias")
- 8. Furniture Specifications
- 9. Proposed Furniture Details
- Technical Specifications & Drawings

All documents enumerated in this Article form part of the Contract. In the event that any provision in any of the clauses, terms or conditions or articles of this Contract conflicts with any provisions of the other documents enumerated in Article 7, it is understood that the provisions in the documents set forth on Article 7 will govern, except as otherwise specifically stated in the contract drawings and the technical specifications, which shall be approved by THE PBA in writing.

#### ARTICLE 8 - Required Certifications:

THE CONTRACTOR hereby certifies that at the execution of this Agreement, it has filed income tax returns in the Commonwealth of Puerto Rico during the past five (5) years.

THE CONTRACTOR also certifies that it does not have any outstanding debts with the Commonwealth of Puerto Rico to include income taxes, real or chattel property taxes, unemployment insurance premiums, worker's compensation payment and Driver's Social Security, or in case it has debts related to one (or more) of the aforementioned premiums, has an installment plan (s) which is (are) being complied with.



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THE CONTRACTOR also certifies that either it has no alimony obligation, or has alimony obligation with which is fully complying.

It is expressly acknowledged that these are essential conditions of this Agreement as required by law and by Executive Orders. If any of these certifications are incorrect, THE PBA shall have cause for the immediate termination of the Agreement, and THE CONTRACTOR will have to reimburse any amount of money received under this Agreement. Prior to the execution of this Agreement, THE CONTRACTOR will present to THE PBA the corresponding certifications issued by the Department of the Treasury, the Department of Labor and Human Resources, and the Municipal Revenues Collection Center, (CRIM by its Spanish acronym).

ARTICLE 9 – <u>Definition Tax Debt:</u> For purposes of this Agreement, tax debt shall mean any debt that THE CONTRACTOR or other parties which THE PBA authorizes THE CONTRACTOR to subcontract may have with the Commonwealth of Puerto Rico for income taxes, excise taxes, real or chattel property taxes, including any special taxes levied, license right, tax withholdings for payment of salaries, taxes on the payment of interest dividends, and income to individuals, corporations and nonresident partnerships, for payment of interests, dividends and other earnings shares to residents, unemployment insurance premiums, workers compensation payments, and Driver's Social Security.

ARTICLE 10 – Tax Documents: If THE CONTRACTOR does not deliver to the PBA the corresponding documents from the Department of the Treasury (Income Tax), Department of Labor and Human Resources (Unemployment Insurance Temporary Disability, and/or Social Security for drivers), and/or the Municipal Revenues Collection Center ("CRIM") (tax on real property and/or chattels) within the next sixty (60) calendar days from the execution of the present contract, then this Agreement shall be terminated without any further need of any kind of notice, and without the right to receive any payment that may be due. The payment that may be due shall be transferred to the corresponding governmental instrumentality, so that it may make the appropriate credit. If THE CONTRACTOR has any debt with the Department of the Treasury (Income Tax), Department of Labor and Human Resources (Unemployment Insurance, Temporary Disability and/or Social Security for Drivers), and/or Municipal Revenues Collection Center ("CRIM") tax on real property and/or chattels), it hereby authorize the Authority to retain any amount due, and the same shall be transferred to the corresponding governmental



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instrumentality, so that it may make the appropriate credit, unless THE CONTRACTOR accepted a payment plan and submitted authentic evidence to that effect.

ARTICLE 11 - Withholdings Prescribed by Law: THE CONTRACTOR is an independent contractor. THE PBA is under no obligation to make withholdings in relation to THE CONTRACTOR'S employees. THE CONTRACTOR is responsible for complying with the Social Security Laws, Workmen's Compensation Insurance and all other applicable laws or regulations.

ARTICLE 12 - Tax Retention: THE PBA by means of Circular Letter 02-09 of June 28, 2002, has the obligation to withhold seven percent (7%) of payments to THE CONTRACTOR for income tax purposes. THE CONTRACTOR has a document of the Total Release of the Original Retention upon Payments for Services Rendered by Corporations, issued by Puerto Rico Department of Treasury, whereof the retention shall be according to those rules. THE PBA will notify the Puerto Rico Department of Treasury the amount of money paid to THE CONTRACTOR by virtue of this Agreement.

ARTICLE 13 - Confidentiality Agreement: THE CONTRACTOR acknowledges the confidential nature of all internal, non-public, financial, business and information systems relating to THE PBA and to the Commonwealth of Puerto Rico, its agencies, corporations, municipalities, now or hereafter provided to THE CONTRACTOR. THE CONTRACTOR agrees to keep the confidentiality of all the information obtained in connection with the services being rendered hereunder, as long as this information is not previously known to THE CONTRACTOR, is not within the public domain, or is not furnished to THE CONTRACTOR by a third party who is under no obligation to keep it confidential. THE CONTRACTOR will keep the confidentiality of all documents, materials, data, and information that THE PBA furnishes to THE CONTRACTOR and will not reveal it, make it public or disclose any of it without the previous written consent of THE PBA. THE CONTRACTOR may reveal such materials to those officers and employees of THE CONTRACTOR who need to know such information to fulfill the purpose of this Agreement, provided that such persons will be advised of the confidential nature of it. THE CONTRACTOR will instruct them and they will agree to treat such information confidentially. The subsequent use by these employees of their general knowledge, skills and experience, does not constitute a breach of this Agreement. The terms of



this Article does not limit THE CONTRACTOR from providing similar products or services to other customers.

ARTICLE 14 – All information, working papers, reports and documents related to the work being contracted hereunder, are the exclusive property of THE PBA; excluding THE CONTRACTOR'S previous information, methodologies, tools, reports, report formats, copyrights, patents or trademarks preexisting the project.

ARTICLE 15 - <u>Subcontracting</u>: THE CONTRACTOR will not subcontract the services requested hereby, nor can it subcontract experts or other persons to perform any of the activities and tasks or deliverables detailed in the project, without the previous written approval of THE PBA.

ARTICLE 16 – Rescission: THE PBA may rescind this Agreement to its convenience giving written notice to THE CONTRACTOR thirty (30) days in advance. THE PBA may also rescind this Agreement at any moment that THE CONTRACTOR violates any of its contractual obligations. THE CONTRACTOR will be responsible for any damages that this violation may cause.

ARTICLE 17 – THE CONTRACTOR is an independent contractor and as such neither its employees nor its subcontractors are agents, employees or representatives of THE PBA.

ARTICLE 18 - Both parties agree not to discriminate for reasons of race, color, sex, origin or social condition, age, political or religious belief, handicap, or any other reason during the performance of this Agreement.

ARTICLE 19 - Claims against the Commonwealth of Puerto Rico: THE CONTRACTOR will be responsible for any claim against the Commonwealth of Puerto Rico, which may arise from THE CONTRACTOR'S negligence and in any such claim THE CONTRACTOR will satisfy any judgment or administrative determination against THE PBA. THE PBA will provide a copy of the claim to THE CONTRACTOR and agrees to cooperate.

ARTICLE 20 – THE CONTRACTOR will not transfer the rights under this Agreement, without the prior written consent of THE PBA.

ARTICLE 21 – <u>Ultra Vires Clause</u>: In accordance with the laws and regulations that govern the covenant of services, the parties agree herein that no services will be rendered until all parties duly sign this Agreement. Services rendered in violation of this clause will not be



paid, since any person that request and accepts the services from the other party in violation of this condition will be doing so without legal authority.

ARTICLE 22 - Prior Agreements: This Agreement replaces any prior agreement and prevails over any related agreement or document, including the corresponding addendums.

ARTICLE 23 - Amendments: It is understood that this Agreement, including the corresponding addendums, is the sole agreement between the parties herein with regard to the services covered hereby and may not be changed orally, but may be amended in writing, by mutual agreement of the parties.

ARTICLE 24 - Laws Governing this Agreement: This Agreement will be interpreted according to the laws of the Commonwealth of Puerto Rico. Should any clause of this Agreement be declared null or void, the remaining portions of this Agreement shall continue to be binding on the parties as written. If a conflict exists between the laws, which apply to the interpretation of this Agreement, in the absence of clear preemption by Federal Laws, the Laws of Puerto Rico will prevail.

ARTICLE 25 - Dispute Settlement: In addition to what is stated in the general conditions for the Settlement of Disputes and Arbitration, Arbitration proceedings will be conducted in accordance with the law and jurisprudence of Puerto Rico.

ARTICLE 26 - THE CONTRACTOR declares that no employee or officer of the Authority has a pecuniary interest (direct or indirect) on the provision of this Agreement in accordance with Law 12 of July 24, 1985, as amended, known as the Ethics in Government Act. Similarly, the official representative of the Authority in this act shall not have any pecuniary interest in it's the realization. THE CONTRACTOR agrees that it meets the ethical standards of their profession and takes responsibility for their actions.

ARTICLE 27 -THE CONTRATOR expressly holds harmless and released PBA from any and all responsibility for actions taken by its employees or officers, and of any claim or suit that may arise directly or indirectly for the services to be performed under this contract. This waiver shall be construed in the most favorable way to the PBA, including the release from payment of any award and litigation costs, interest and fees.

ARTICLE 28 - THE CONTRATOR certifies that none of its directors, partners or employees is or has been employed by the PBA during the past two (2) years prior to the signing of this contract. No executive agency shall execute contracts with or for the benefit of persons



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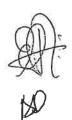
who have been public officers or employees of said executive agency until after two (2) years have elapsed from the time said person has ceased working as such. The Governor may issue an exemption regarding the applicability of this provision for the benefit of the public service. This prohibition shall not apply to contracts for services rendered ad honorem.

ARTICLE 29 - THE CONTRACTOR certifies that it has not been convicted of felonies against the public integrity, as defined in the Penal Code, or misappropriation of public funds and has not been convicted of this offense in the courts of the Commonwealth of Puerto Rico, in the federal courts or courts of any jurisdiction of the United States of America. If found guilty of the above, the contract for professional services or advisory shall be rescinded. The contractor has the duty to continuously inform on this matter, during all procurement and implementation stages of the contract.

ARTICLE 30 - THE CONTRATOR recognizes that in the discharge of their profession has a duty of complete loyalty to the PBA, which includes not having any conflicting interest to the PBA. Conflicting interests is to be defined and includes the representation of clients who have, or may have, opposing interests with the PBA. It also includes the continuing obligation to disclose to the PBA in all circumstances, any conflict of interest that may improperly influence the PBA during the award or term of this contract.

Furthermore, THE CONTRATOR agrees that conflict of interests is when actions or behavior does not conform to the ethical standards of their profession, or the laws and regulations of the Commonwealth of Puerto Rico. In contracts with companies, corporations or professional firms, it constitutes a violation of this prohibition any action performed by its directors, partners or employees.

In any event PBA understands that there are circumstances in which THE CONTRATOR has incurred in actions that have resulted in a conflict of interest; PBA will notify THE CONTRATOR in writing of its findings and its intention to rescind the contract within thirty (30) days. Within this term, THE CONTRATOR may request a meeting with the PBA to present their arguments in such determination of conflict, which will be granted in all cases. Failure to request such a meeting at the above-mentioned period or if the dispute is not solved satisfactorily during the meeting granted, the contract is understood to be rescinded at the end of the thirty (30) day period.



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ARTICLE 31 — The Contractor accepts being knowledgeable of the rules of ethics of his profession and assumes responsibility for his own actions.

ARTICLE 32 – Any service or assistance that the Contractor requires for PBA during after business hours where union members employees are needed, will be recognized as a construction cost by the Contractor and payable to PBA through a deductive change order.

ARTICLE 33 - Parties agree THE CONTRACTOR may not alter the procedures or decisions that substantially affect the administrative policy established by the Authority without the prior written consent of the PBA.

ARTICLE 34 – No benefit or compensation under this contract may be required until it is filed for record in the Office of the Comptroller pursuant to the provisions of Law No. 18 of October 30, 1975, as amended. (Law No. 127 of May 31, 2004).

IN WITNESS WHEREOF, the parties understand this Agreement and have caused this Agreement to be executed by their duly authorized representatives as of this \_\_\_\_\_ of December in the year two thousand eleven (2011).

PUBLIC BUILDINGS AUTHORITY

AIREKO CONSTRUCTION CORP.

Arch. Astrid Díaz Vega Executive Sub Director Edgardo Albino

Vice President of Operations

APPROVED AS TO LEGAL FORM

DATE



#### NOTICE TO PROCEED

December 29, 2011

#### AIREKO CONSTRUCTION CORP.

P.O. Box 2128

San Juan, Puerto Rico 00922-2128

Phone: (787) 653-6300 Fax: (787) 653-0124

Contract Date: December 21, 2011 Contract No: C000031 (2010-2011)

INSTALLATION OF MODULAR OFFICE SYSTEM & INTERIOR IMPROVEMENTS TO THE SEVEN FLOOR ON THE NORTH BUILDING AT ROBERTO SÁNCHEZ VILELLA GOVERNMENT OFFICE CENTER (MINILLAS) SAN JUAN, PUERTO RICO / A.E.P. 1120X

You are hereby notified to commence WORK on January 9, 2011 and you are to complete the WORK WITHIN 90 consecutive calendar days thereafter. The date of completion of all WORK is therefore April 7, 2012.

**PUBLIC BUILDINGS AUTHORITY** 

Executive Subdirector

#### **ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED Is hereby acknowledged by:

This the

, 2011

Ву

Edgardo Albino

Title: Vicepresident

Las Casas Street, Lot #20 Bairos Industrial Park Caguas, PR 00725 Tel 787.653-6300 Fax 787.653-0121 www.aireko.com

5 de agosto de 2013

Arq. Heidy De la Cruz Soltero Directora Área de Desarrollo de Proyectos Autoridad de Edificios Públicos PO Box 41029 San Juan, PR 00940-1029

RE: INSTALACION DE MODULARES Y MEJORAS INTERIORES TORRE NORTE MINILLAS AEP – 1120X - PISO – 7

Estimada Arq. De la Cruz:

Nos referimos a su carta del 1de agosto de 2013, solicitando reiniciar los trabajos pendientes para la terminación del proyecto de referencia. A continuación desglose de los trabajos pendientes:

- 1. Instalación sistema de modulares de oficina incluidos en la orden de cambio #2.
- 2. Revisión de Punch List final preparado por la inspección contratada ML Engineering.

Notificamos que estamos renovando los Seguros de Responsabilidad Pública los cuales debemos tener antes de reiniciar nuestros trabajos y el subcontratista de los modulares Integrated Design Solutions.

Estamos coordinando comenzar los trabajos de revisión de Punch List este miércoles, 7 de agosto de 2013 con su coordinador de proyecto.

Los trabajos de modulares de oficinas están planificados para comenzar el próximo lunes, 12 de agosto de 2013.

Los trabajos antes mencionados están programados a terminar el 15 de agosto de 2013. Estaremos sometiendo para su aprobación la certificación parcial por los trabajos realizados en un 100% y la certificación final de liquidación de retenido. Los documentos requeridos para el pago final están sometidos en su oficina de Desarrollo de Construcción de la AEP desde el 10 de agosto de 2012. Ver copia de carta de trámite.

ordialmente,

Edgardo Albino

Vicepresidente de Operaciones

C: P. López - Aireko K. Báez - Aireko

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Anejo 6

COMMONWEALTH OF PUERTO RICO PUBLIC BUILDINGS AUTHORITY PROJECTS DEVELOPMENT AREA

## FINAL ACCEPTANCE

CONTRACTOR: AIREKO CONSTRUCTION CORP.
CONTRACT NUMBER: <u>C00031 (2011-2012)</u> PBA No. <u>1120X</u>
PROJECT: Improvements to the Seventh Floor
LOCATION: North Building at Roberto Sanchez Vilella Government Office Center
The work performed under this contract has been reviewed and found to be totally completed.
The date of Final Acceptance is determined as: September 13, 2013
REMARKS: Substantial Completion date, May 9, 2012.  Construction and Use of Permit by AEP
ATTACHMENTS: Substantial Completion Seventh Floor, Punch list floor 7, completed.
CONTRACTOR:  Edgardo Albino, Keyneth M. Baez, Aireko Construction Corp.  PROJECT INSPECTOR:  And Eoil Vicaya, AER  DATE:  DATE:  DATE:  DATE:  19 SEP. 13  DATE:  PROJECT COORDINATOR:  Ing. Jose Girona / Ing. Geraldo Crespo, AEP
DIRECTOR PROJECTS DEVELOPMENT AREA: DATE: 19. Sept. 13  Arch. Heidy De la Cruz

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Asunto: Punch List #7

Proyecto: Instalación de modulares de oficina y Mejoras Interiores del Piso7/

AEP- 1120X

#### Cuarto

#### 128

- Losa acústica donde esta cabecilla de "sprinkler "rota.
- Zócalo de vinil manchado.
- Retocar pintura de marcos de ventanas
- Reparar desnivel en la puerta contra marco.

#### 129

- Desnivel en acústico de esquina cerca de ventana
- Puerta esta rayada en la parte frontal abajo.
- Cristal está manchado con pintura.

#### 130

- En los modulares los receptáculos no fijan adecuadamente en el modulo.
- Se observó receptáculos que sobresalen y otros "flat" a la superficie.
- Retocar pared sucia cerca de los "juntion box".
- Retocar pared con pintura

#### 131

- Losa acústica donde esta el sensor de humo manchada.
- Paredes necesitan retocar pintura.
- Puerta no cierra correctamente...
- Hay un cable que sobresale de la parrila de retorno
- Macillar y pintar filo de los marcos
- Losas acústicas deben fijarse a los "runners"
- Limpiar puerta manchada con pintura
- Puerta necesita ser ajustada
- El cabezal del marco de la puerta esta doblado.

#### 132

- Losa acústica no está fijada al "runner".
- Losas acústicas manchadas
- Retocar pintura en las paredes
- Retocar con pintura marcos de la puerta
- Puerta no cierra correctamente.

- Retocar con pintura paredes y marcos de las ventanas
- Losa acústica cerca de la cabecilla del sprinkler rota.
- Puerta no cierra correctamente.
- Marco de la puerta esta despegado.

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- Limpiar puerta manchada con pintura
- El interruptor no tiene su "cover plate".
- Retocar alrededor de los receptáculos.
- Marco de la puerta tiene un agujero que debe rellenarse y pintarse.
- Terminaciones alrededor del marco de la puerta debe mejorarse.
- Pared sobre receptáculo necesita corregir huella de macillado.

#### 101

- Losa de la esquina con apertura en el "runner".
- En las afuera del cuarto existe un "strobe light" instalado en un hueco sin macillar.
- Reemplazar cristal rayado.
- Zócalo con doblez detrás de la puerta

#### 102

- Retocar la pintura
- Puerta con "pin holes"
- Fijar losa acústica.

#### 103

- Panel acústico donde esta detector de humo fuera de sitio.
- Puerta esta desalineada.
- La alfombra próxima a el cuarto 103 esta manchada.
- Modulares aledaños al cuarto no están alineados.
- La alfombra del pasillo común desde el cuarto no esta bien fijada en sitio y muestra una deformación en el corte en la losa.
- La pared externa del cuarto tiene marcas en el macillado
- Cristal esta rayado.

#### 104

- Losas acústicas cerca de la pared oeste fuera de sitio.
- Retocar pintura en pasillos
- Zócalo de vinyl esta levantada, ver área noreste en último modulo.
- Interruptor censor Honeywell no alineado. Puede verse "holes" de pared de yeso.
- Reemplazar una de las gavetas de los módulos esta abollada.
- Retocar pared norte la pintura no es uniforme.
- Losas de las alfombras están manchadas
- Interruptor no tiene "cover plate"
- Losa acústica del pasillo frente al cuarto no están fijados en sitio.
- Filo de pared al lado este tiene una deformación en el macillado.

- Laterales de la puerta necesita un retoque de pintura
- Fijar losa acústica en su sitio.
- Losa de alfombra en esquina noreste despegada.

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106

- Reemplazar losas acústicas manchadas.
- Fijar losas acústicas fuera de sitio

# COMPLETED

#### 107

- Refinar línea gruesa en esquina de pared de yeso.
- Pintar alrededor del receptáculo.
- Zócalo de vinyl fuera de su sitio

#### 108

- Eliminar "holders" de las antiguas cortinas.
- Limpiar las paredes sucias
- Fijar en sitio losa acústica
- Sellar agujero alrededor de receptáculo

#### 109

- Ajustar el "clip" de luminaria.
- Retocar pintura en la pared que no está uniforme
- Fijar el contorna de la alfombra al marco para evitar ver la losa de hormigón.
- Cristal esta rayado

110

- Reparar "runner" doblado.
- Retocar pared manchada o sucia.

#### 111

- En el pasillo frente al cuarto fijar a superficie de pared el "emergency light".
- Limpiar paredes sucias.
- Reemplazar losa de alfombra manchada con color rojo.
- Zócalos de vinyl están manchados y otros no fijan bien en sitio.

#### 112

- Fijar zocalos de vinyl despegados
- Sellar hueco alrededor de receptáculo
- Limpiar las paredes
- Verificar el ajuste del deslizamiento de los "pocket doors", no se deslizan suavemente.

- Retocar la pintura de los marcos de las ventanas y paredes.
- Eliminar "holders" de antiguas cortinas.
- Eliminar abolladura alrededor de receptáculo en pared de yeso.
- Pintar marco de la puerta que esta manchada con pintura.
- Cristal esta rayado.
- Sellar agujeros alrededor de receptáculo y "cover plate" en cuarto interior y pasillo.

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- Reparar zócalo de vinyl despegado.
- Retocar la pintura de las paredes y marcos de las ventanas
- Eliminar "holders" de antiguas cortinas.
- Sellar agujero alrededor del receptáculo.



#### 115

- Eliminar los "holders" de antiguas cortinas
- Reemplazar losas acústicas manchadas
- Reparar zócalo de vinyl despegado detrás de la puerta
- Retocar con pintura las mochetas alrededor de ventana.
- Limpiar las paredes están sucias.
- Limpiar alfombra manchada
- Interruptor no tiene el "cover plate".
- Mesa de conferencia manchada en el tope.

#### 116

- Reemplazar acústicos manchados y/o sucios.
- Fijar losas acústicas a los "runners"
- Fijar al "runner" la parrilla de retorno, el "runner" esta doblado.
- Retocar pintura sobre los zocalos de vinyl y en la pared color Brown.
- Runner del pasillo común frente al cuarto esta manchado con pintura color verde.

#### 117

- Rétocar paredes con pintura
- Limpiar "runners" que están manchados de color rojo.
- Reemplazar "runners" doblados al lado de los difusores.
- Sellar agujero de la pared donde se encuentra un interruptor Honeywell.

#### 118

- La luminaria cerca de ventana central no está fijada a los "runners".
- Los acústicos y el retorno no parecen estar alineados sobre los "runners".
- Eliminar los "holders" de las antiguas cortinas.
- El techo acústico muestra un desnivel en área norte.
- La alfombra del pasillo común frente al cuarto esta manchada.

#### 119

- Pintar pared manchada
- Pintar marco de la ventana
- El marco de las ventanas están sucios.
- Interruptor no tiene el "cover plate".
- Sellar agujero alrededor de interruptor
- Limpiar los zócalos de vinyl están manchados

- Pared de yeso adyacente a la puerta no esta alineada.
- Los espacios entre el marco y la pared deben ser selladas.

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Reemplazar losa acústica manchada (posición oeste a la mitad de la pared brown).

COMPLETED

#### 121

- Alfombra no cubre completamente el piso.
- Reemplazar acústicos sucios.
- Losa acústica cerca de la ventana no fija bien en sitio.

#### 122

- Reemplazar acústico defectuoso que se encuentra al lado del difusor.
- La puerta tiene un "gap" amplio entre el marco y la puerta
- Sellar espacio entre marco y pared de yeso.
- Limpiar puerta manchada con pintura.
- Interruptor no tiene "cover plate"
- La alfombra esta manchada.
- Fijar losa acustica de la esquina norte del cuarto
- Limpiar la mesa de conferencia que esta manchada con pintura.
- Limpiar la pared esta sucia

#### 123

- Fijar la losa acústica que esta próxima al difusor.
- Reemplazar losa acústica manchada.
- Interruptor no tiene "cover plate"
- Reemplazar losa acústica defectuosa.
- Limpiar pared color Brown esta sucia.
- La alfombra detrás de la puerta no está en su sitio.

#### 124

- Reemplazar losas acústicas manchadas
- Los zócalos de vinyl no están fijados en sitio.
- Reemplazar alfombra rota detrás de la puerta.
- Interruptor no tiene "cover plate

#### 125

- La puerta necesita ser ajustada porque no cierra bien.
- Paredes necesitan retoque de pintura.
- Eliminar "Pin holes" en puerta.
- Marcos de las puertas alrededor necesitan que se cubran espacios abiertos.

- Plafón acústico deflexionado.
- Modulares con paneles en la superficie arrugadas.
- Los zócalos de vinyl manchados con pintura
- Losa acústica frente al nuevo cuarto del CASP sucio.
- Retocar pared norte en algunos "spots" sucios.

# Case:17-03283-LTS Doc#:23627 Filed:02/24/23 Entered:02/24/23 18:59:22 Desc: Mair Document Page 102 of 236

COMPLETED

- Los zócalos de vinyl están sucios
- Eliminar cordón que cuelga del "runner" frente al cuarto #129
- Fijar losas acústicas a los "runners"
- Reemplazar losas acústicas defectuosas o rotas.
- Reparar puerta desalineada.
- 9
- Receptáculo no tiene "cover plate"
- Los zócalos de vinyl están manchados con pintura.

#### 151 En el nuevo cuarto del CASP se encontró lo siguiente

- Limpiar la puerta manchada
- Limpiar los zócalos manchados
- Sellar los huecos alrededor de los receptáculos
- Reparar rejilla de retorno que esta doblada
- Fijar losas acústicas
- Reparar zócalo de vinyl
- Retocar pintura alrededor de los receptáculos y paredes:

#### 149

- Lå puerta necesita ajuste
- Reemplazar acústicos manchados

#### 148

- Fijar rejilla de retorno en su sitio
- Limpiar zócalos de vinyl
- Limpiar alfombras

#### 147

- Instalar zocalo de vinyl en el pasillo externo de este cuarto.
- Retocar la pintura del cuarto

#### 146

- Reemplazar "runners "doblados en el techo.
- Fijar losas acústicas que no alinean bien.
- Fijar la parilla del retorno que esta fuera de lugar.
- La puerta fiene esta rayada.

#### 145

- La puerta necesita ajuste.
- Retocar la pintura de la pared.
- La pared externa que da al pasillo no tiene uniformidad en el color.
- Retocar marco de la puerta esta rayada.
- Reemplazar acústico roto encima de la puerta

#### 143

Instalar zócalo de vinyl.

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- Retocar pareaes con pintura
- Reemplazar losas acústicas manchadas o sucias.
- Retocar pintura del marco.

142

- Retocar pintura de las paredes
- Limpiar pintura en tapa de receptáculos.

COMPLETED

141

- Retocar la pintura de las paredes
- Reparar zócalo despegado al lado de la puerta.
- Mesa tiene impacto en la esquina.

140

- Pequeño agujero en pared de yeso sin cubrir.
- Algunos paneles acústicos están sucios
- Algunos "runners" detrás de la puerta están rayados.
- Retocar pintura en las paredes.
- Suavizar la superficie de la pared aledaña a los marcos detrás de la puerta.

139

- Sellar apertura de la pared alrededor de los receptáculos
- Pintar pared alrededor de receptáculos.

138

- Reemplazar acústicos manchados
- Suavizar la superficie de la pared aledaña a los marcos detrás de la puerta.

137

- Reemplazar losas acústicas rotas y manchadas.
- Reparar pared alrededor de tubo donde va el refrigerador
- Instalar una tapa ciega en "junction box"
- Hay paredes con defectos en el macillado.
- Corregir la instalación del zócalo de vinyl ya que esta despegado.
- Una de las mesas esta pandeada y necesita ser reemplazada.

136

- El tope del mueble está roto y manchado.
- Puerta de cristal esta manchada con pintura

135

Zócalo de pasillo externo al cuarto esta doblado

- Retocar pintura alrededor de los "Access door".
- Falta instalar el dispositivo de "Fire alarm speaker and strobe light"

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- Document Page 104 of 236
   Falta instalar zocalos de cerámica en pasillo donae están los "tempered glass doors"
- La puerta 153 C tiene un "juntion Box" adicional al del card reader que no se logra identificar en el plano E-3

#### 157

- Sellar apertura alrededor de los receptáculos
- Falta acústico de instalar

# COMPLETED

#### 158

- Pintar paredes, están incompletas.
- Reparar pared con defecto de pintura.
- Instalar losa acústica que falta.
- Reemplazar losas acústicas manchadas.

#### 153

- Sellar las aperturas que están alrededor de los "spot light".
- Corregir la terminación del techo alrededor del difusor de aire
- Reemplazar "spot light" que esta doblado.
- Limpiar marcos de pintura en las puertas de cristal,
- Instalar zócalo adyacente a la puerta de cristal.
- Instalar las tapas de las cabecillas de la tubería de prevención de fuego.
- Limpiar pintura de las losas de pared.
- Eliminar "tape" del zocalo de vinyl.
- Falta el "rough-in" para instalación de "card reader" en puerta 153 A

#### 161

- Instalar tapa a interruptor de luz.
- Fijar luminaria sobre los "runners"
- Sellar agujero alrededor de "cover plate" sobre losa de pared.

#### 162

Reemplazar un panel acústico que está manchado con pintura.

#### 152

- Algunos paneles de los modulares están sucios o manchados
- Fijar losas acústicas en su sitio
- Falta la instalación de los cristales de los modulares
- Las puertas necesitan ser ajustadas porque no cierran bien.
- Falta la instalación de los cubre faltas verticales de los modulares
- Falta verificar voltaje e instalar "tags" a dos receptáculos de los modulares.
- Una de las puertas esta rota en la parte superior del cabezal del marco.

- Instalar abrazadera en "partition" de baño de damas
- Reemplazar losas sucias y defectuosas
- Los baños necesitan una limpieza general.

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- Fijar en sitio losus acústicas.
- Hay un "runner" manchado de pintura color roja.

#### 155

- Los "partitions" están sueltos
- La losa del piso esta manchada
- Faltan losas debajo del lavamanos
- No hay uniformidad de color en la lechada.
- Sellar agujero alrededor del registro del toilet
- Algunas losas en la pared no están completamente rellenadas con la lechada.
- Pared de yeso dentro de los "partitions" muestran marcas en el macillado.
- No está trabajada la terminación alrededor del marco de la puerta interna hacia el "rough-in sanitario y tampoco cierra la puerta. Además, no tiene cerradura.
- Algunos acústicos tienen aperturas y no fijan bien sobre el "runner".
- Omisión de chaso acústico sobre el techo del zafacón.
- En los pasillos Área común
- Los rótulos de "exit" no están derechos.
- Fijar zócalos de vinyl de pasillo norte, estos muestran ondulaciones, protuberancias y dobleces
- Falta instalar los gabinetes para los extintores
- Los zócalos en el pasillo frente al cuarto 150 muestra ondulaciones y falta uniformidad.

#### Condiciones Generales:

- 1. Todos los "Lockset" de las puertas de cristal (153 o 156) deben ser sergent.
- 2. Hay modulares que tienen los face plate de los receptáculos en "overlapping".
- 3. Verificar si está instalada el rought-in para 2 cámaras adicionales a las ya instalada. Ver ejes K-11, G-11. En el plano A-16.
- 4. El color de las paredes no es uniforme con el pasillo sur del piso.
- 5. Hay un acústico roto cerca de la puerta 153º.
- 6. Sellar agujeros alrededor de los receptáculos del pasillo norte.
- 7. Reparar zócalo de vinyl hundido en pared de área oeste próxima a nuevo cuarto del CASP.



```
Case:17-03283-LTS Doc#:23627 Filed:02/24/23 Entered:02/24/23 18:59:22
                               Document Page 106 84236 4
 19/18
          Limpiar puerta munchada con pintura
  nle
          El interruptor no tiene su "cover plate".
  000
          Retocar alrededor de los receptáculos.
 de
          Marco de la puerta tiene un agujero que debe rellenarse y pintarse.
  0/0
          Terminaciones alrededor del marco de la puerta debe mejorarse.
          Pared sobre receptáculo necesita corregir huella de macillado.
    101
  01
          Losa de la esquina con apertura en el "runner".
         • En las afuera del cuarto existe un "strobe light" instalado en un hueco sin
 069
          macillar.
 19 4.
          Reemplazar cristal rayado.
          Zócalo con doblez detrás de la puerta
 BE
    102
          Retocar la pintura
          Puerta con "pin holes"
 0/0
          Fijar losa acústica.
   103
000
          Panel acústico donde esta detector de humo fuera de sitio.
          Puerta esta desalineada.
oho
         La alfombra próxima a el cuarto 103 esta manchada.
6/20
         Modulares aledaños al cuarto no están alineados.
 00
         La alfombra del pasillo común desde el cuarto no esta bien fijada en sitio
010
         y muestra una deformación en el corte en la losa.
 0%
         La pared externa del cuarto tiene marcas en el macillado
 Ale

    Cristal esta rayado.

   104
06
         Losas acústicas cerca de la pared oeste fuera de sitio.
 016
         Retocar pintura en pasillos
 04
         Zócalo de vinyl esta levantada, ver área noreste en último modulo.
 OV
         Interruptor censor Honeywell no alineado. Puede verse "holes" de pared
         de yeso.
04

    Reemplazar una de las gavetas de los módulos esta abollada.

 Oke
Oke
         Retocar pared norte la pintura no es uniforme.
         Losas de las alfombras están manchadas
OKO
         Interruptor no tiene "cover plate"
OK.
         Losa acústica del pasillo frente al cuarto no están fijados en sitio.
Ofe
         Filo de pared al lado este tiene una deformación en el macillado.
   105
06
         Laterales de la puerta necesita un retoque de pintura
66
         Fijar losa acústica en su sitio.
```

Losa de alfombra en esquina noreste despegada.

Ok.

106

Reemplazar losas acústicas manchadas.

Fijar losas acústicas fuera de sitio

107

Refinar línea gruesa en esquina de pared de yeso.

🔑 Pintar alrededor del receptáculo.

Zócalo de vinyl fuera de su sitio

108

Éliminar "holders" de las antiguas cortinas.

Limpiar las paredes sucias
Fijar en sitio losa acústica

Sellar agujero alrededor de receptáculo

109

Ajustar el "clip" de luminaria. 🏈

• Retocar pintura en la pared que no está uniforme

\* Fijar el contorna de la alfombra al marco para evitar ver la losa de hormigón.

⊘ ∀ Cristal esta rayado

110

Reparar "runner" doblado.

6/2. Retocar pared manchada o sucia.

111

En el pasillo frente al cuarto fijar a superficie de pared el "emergency light".

Ote Limpiar paredes sucias.

• /X Reemplazar losa de alfombra manchada con color rojo.

Zócalos de vinyl están manchados y otros no fijan bien en sitio.

112

Fijar zocalos de vinyl despegados

Sellar hueco alrededor de receptáculo

Limpiar las paredes

Verificar el ajuste del deslizamiento de los "pocket doors", no se deslizan suavemente.

- Retocar la pintura de los marcos de las ventanas y paredes.
- Eliminar "holders" de antiguas cortinas.
- Eliminar abolladura alrededor de receptáculo en pared de yeso.
- Pintar marco de la puerta que esta manchada con pintura.
- Cristal esta rayado.
- Sellar agujeros alrededor de receptáculo y "cover plate" en cuarto interior y pasillo.

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- Reparar zócalo ae vinyl despegado.
- Retocar la pintura de las paredes y marcos de las ventanas
- Eliminar "holders" de antiguas cortinas.
- Sellar agujero alrededor del receptáculo.

#### 115

- Eliminar los "holders" de antiguas cortinas
- Reemplazar losas acústicas manchadas
- Que Reparar zócalo de vinyl despegado detrás de la puerta
- Retocar con pintura las mochetas alrededor de ventana.
- Limpiar las paredes están sucias.
- All Limpiar alfombra manchada
- Interruptor no tiene el "cover plate".
- Mesa de conferencia manchada en el tope.

#### 116

- Reemplazar acústicos manchados y/o sucios.
- Fijar losas acústicas a los "runners"
- Fijar al "runner" la parrilla de retorno, el "runner" esta doblado.
- Et Retocar pintura sobre los zocalos de vinyl y en la pared color Brown.
- Runner del pasillo común frente al cuarto esta manchado con pintura color verde.

#### 117

- Retocar paredes con pintura
- Limpiar "runners" que están manchados de color rojo.
- Reemplazar "runners" doblados al lado de los difusores.
- OG Sellar agujero de la pared donde se encuentra un interruptor Honeywell.
- 118
- La luminaria cerca de ventana central no está fijada a los "runners".
- Los acústicos y el retorno no parecen estar alineados sobre los "runners".
- Eliminar los "holders" de las antiguas cortinas.
- El techo acústico muestra un desnivel en área norte.
- 1072 La alfombra del pasillo común frente al cuarto esta manchada.

#### 119

- Pintar pared manchada
- Pintar marco de la ventana
- El marco de las ventanas están sucios.
- Interruptor no tiene el "cover plate".
- 64. Sellar agujero alrededor de interruptor
- Limpiar los zócalos de vinyl están manchados.

- Pared de yeso adyacente a la puerta no esta alineada.
- Los espacios entre el marco y la pared deben: ser selladas.



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 Reemplazar losa acústica manchada (posición oeste a la mitad de la pared brown).



121

- DK Alfombra no cubre completamente el piso.
- ok Reemplazar acústicos sucios.
- PK Losa acústica cerca de la ventana no fija bien en sitio.

122

- 6 le. Reemplazar acústico defectuoso que se encuentra al lado del difusor.
- •Đଝ La puerta tiene un "gap" amplio entre el marco y la puerta
- DK Sellar espacio entre marco y pared de yeso.
- •DF Limpiar puerta manchada con pintura.
- •OK Interruptor no tiene "cover plate"
- OK La alfombra esta manchada.
- OF Fijar losa acustica de la esquina norte del cuarto
- Oh Limpiar la mesa de conferencia que esta manchada con pintura.
- OF Limpiar la pared esta sucia

123

- ⋄♦₭ Fijar la losa acústica que esta próxima al difusor.
- Propins Reemplazar losa acústica manchada.
- Ok Interruptor no tiene "cover plate"
- •OK Reemplazar losa acústica defectuosa.
- •01< Limpiar pared color Brown esta sucia.
- 6k La alfombra detrás de la puerta no está en su sitio.

#### 124

- Okreemplazar losas acústicas manchadas
- CX Los zócalos de vinyl no están fijados en sitio.
- 6¢ Reemplazar alfombra rota detrás de la puerta.
- O
   € Interruptor no tiene "cover plate

125

- O¢La puerta necesita ser ajustada porque no cierra bien.
- OF-Paredes necesitan retoque de pintura.
- OK Eliminar "Pin holes" en puerta.
- 0 h Marcos de las puertas alrededor necesitan que se cubran espacios abiertos.

- Plafón acústico deflexionado. heta
- • Modulares con paneles en la superficie arrugadas.
- Los zócalos de vinyl manchados con pintura
- Oplosa acústica frente al nuevo cuarto del CASP sucio.
- OuRetocar pared norte en algunos "spots" sucios.

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Asunto: Punch List #7

**Proyecto:** Instalación de modulares de oficina y Mejoras Interiores del Piso7/ AEP-1120X

#### Cuarto

#### 128

- Of Losa acústica donde esta cabecilla de "sprinkler "rota,
- at Zócalo de vinil manchado.
- Of Retocar pintura de marcos de ventanas
- 6<sup>th</sup> Reparar desnivel en la puerta contra marco.

#### 129

- &Desnivel en acústico de esquina cerca de ventana
- OPPuerta esta rayada en la parte frontal abajo.
- De Cristal está manchado con pintura.

#### 130

- 6º En los modulares los receptáculos no fijan adecuadamente en el modulo.
- OPSe observó receptáculos que sobresalen y otros "flat" a la superficie.
- OF Retocar pared sucia cerca de los "juntion box".
- 66 Retocar pared con pintura

#### 131

- 64 Losa acústica donde esta el sensor de humo manchada.
- Ok Paredes necesitan retocar pintura.
- Of Puerta no cierra correctamente...
- OF Hay un cable que sobresale de la parrila de retorno
- OPMacillar y pintar filo de los marcos
- OfLosas acústicas deben fijarse a los "runners"
- 4 Limpiar puerta manchada con pintura
- Or Puerta necesita ser ajustada
- et cabezal del marco de la puerta esta doblado.

#### 132

- O Losa acústica no está fijada al "runner".
- BV Losas acústicas manchadas
- Of Retocar pintura en las paredes
- 8 Retocar con pintura marcos de la puerta
- Puerta no cierra correctamente.

- ORRetocar con pintura paredes y marcos de las ventanas
- 66 Losa acústica cerca de la cabecilla del sprinkler rota.
- Puerta no cierra correctamente.
- Marco de la puerta esta despegado.



#### Case:17-03283-LTS Doc#:23627 Filed:02/24/23 Entered:02/24/23 18:59:22 Desc: Main

- Retocar paredes con pinturant Page 111 of 236
- Reemplazar losas acústicas manchadas o sucias.
- Retocar pintura del marco.

#### 142

- Retocar pintura de las paredes
- Limpiar pintura en tapa de receptáculos.

#### 141

- Retocar la pintura de las paredes
- Reparar zócalo despegado al lado de la puerta.
- Ok. Mesa tiene impacto en la esquina.

#### 140

- Pequeño agujero en pared de yeso sin cubrir.
- Algunos paneles acústicos están sucios
- Algunos "runners" detrás de la puerta están rayados.
- Retocar pintura en las paredes.
- Suavizar la superficie de la pared aledaña a los marcos detrás de la puerta.

#### 139

- Sellar apertura de la pared alrededor de los receptáculos
- Ob Pintar pared alrededor de receptáculos.

#### 138

- Reemplazar acústicos manchados
- Suavizar la superficie de la pared aledaña a los marcos detrás de la puerta.

#### 137

- Reemplazar losas acústicas rotas y manchadas.
- ${}^{ullet}\mathcal{O}$  Reparar pared alrededor de tubo donde va el refrigerador
- Instalar una tapa ciega en "junction box"
- Oka Hay paredes con defectos en el macillado.
- Corregir la instalación del zócalo de vinyl ya que esta despegado.
- OKr Una de las mesas esta pandeada y necesita ser reemplazada.
- 136. El tope del mueble está roto y manchado.
- Puerta de cristal esta manchada con pintura

#### 135

Zócalo de pasillo externo al cuarto esta doblado 0

- Retocar pintura alrededor de los "Access door".
- Falta instalar el dispositivo de "Fire alarm speaker and strobe liaht"

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- Document
  Los zócalos de vinyl están sucios
- Eliminar cordón que cuelga del "runner" frente al cuarto #129
- Fijar losas acústicas a los "runners"
- Reemplazar losas acústicas defectuosas o rotas.
- Reparar puerta desalineada.
- 0
- Receptáculo no tiene "cover plate"
- Los zócalos de vinyl están manchados con pintura

#### OV151

En el nuevo cuarto del CASP se encontró lo siguiente

- Limpiar la puerta manchada
- File Limpiar los zócalos manchados
- Or Sellar los huecos alrededor de los receptáculos
- Reparar rejilla de retorno que esta doblada
- Fijar losas acústicas
- Reparar zócalo de vinyl
- Retocar pintura alrededor de los receptáculos y paredes:

## 0 /149

- La puerta necesita ajuste
- Reemplazar acústicos manchados

#### 01-148

- Ata Fijar rejilla de retorno en su sitio
- Limpiar zócalos de vinyl
- % Limpiar alfombras

#### 0 (147

- Instalar zocalo de vinyl en el pasillo externo de este cuarto.
- Retocar la pintura del cuarto

### 0 146

- Reemplazar "runners "doblados en el techo.
- Fijar losas acústicas que no alinean bien.
- Fijar la parilla del retorno que esta fuera de lugar.
- La puerta tiene esta rayada.

#### 6 145

- La puerta necesita ajuste.
- Retocar la pintura de la pared.
- La pared externa que da al pasillo no tiene uniformidad en el color.
- Retocar marco de la puerta esta rayada.
- Reemplazar acústico roto encima de la puerta

#### 64143

Instalar zócalo de vinyl.

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Falta instalar zóculos de cerámica en pasillo donde stán los "tempered glass doors"

 La puerta 153 C tiene un "juntion Box" adicional al del card reader que no se logra identificar en el plano E-3

#### 157

- Sellar apertura alrededor de los receptáculos
- Falta acústico de instalar

## 4

#### 158

- Pintar paredes, están incompletas.
- Reparar pared con defecto de pintura.
- Instalar losa acústica que falta.
- Reemplazar losas acústicas manchadas.

#### 153

- Sellar las aperturas que están alrededor de los "spot light".
- · Corregir la terminación del techo alrededor del difusor de aire
- Reemplazar "spot light" que esta doblado.
- Limpiar marcos de pintura en las puertas de cristal.
- Instalar zócalo adyacente a la puerta de cristal.
- Instalar las tapas de las cabecillas de la tubería de prevención de fuego.
- Limpiar pintura de las losas de pared.
- Eliminar "tape" del zocalo de vinyl.
- Falta el "rough-in" para instalación de "card reader" en puerta 153 A

## •0K• Instalar tapa a interruptor de luz.

- Fijar luminaria sobre los "runners"
- Sellar agujero alrededor de "cover plate" sobre losa de pared.

#### 162

Reemplazar un panel acústico que está manchado con pintura.

#### 152

- Algunos paneles de los modulares están sucios o manchados
- Fijar losas acústicas en su sitio
- Oke Falta la instalación de los cristales de los modulares
- Las puertas necesitan ser ajustadas porque no cierran bien.
- Falta la instalación de los cubre faltas verticales de los modulares
- Falta verificar voltaje e instalar "tags" a dos receptáculos de los modulares.
- O una de las puertas esta rota en la parte superior del cabezal del marco.

- Instalar abrazadera en "partition" de baño de damas
- Reemplazar losas sucias y defectuosas
- Los baños necesitan una limpieza general.

Case:17-03283-LTS Doc#:23627 Filed:02/24/23 Entered:02/24/23 18:59:22 Desc: Main

- Fijar en sitio losas acústicas. Page 114 of 1286 4 155 PISO 7 LEPILZOX
- 6 Hay un "runner" manchado de pintura color roja.

#### 155

- Los "partitions" están sueltos
- La losa del piso esta manchada
- Faltan losas debajo del lavamanos
- No hay uniformidad de color en la lechada.
- Sellar agujero alrededor del registro del toilet
- Algunas losas en la pared no están completamente rellenadas con la lechada.
- Pared de yeso dentro de los "partitions" muestran marcas en el macillado.
- हि. No está trabajada la terminación alrededor del marco de la puerta interna hacia el "rough-in sanitario y tampoco cierra la puerta. Además, no tiene cerradura.
- Algunos acústicos tienen aperturas y no fijan bien sobre el "runner".
- Omisión de chaso acústico sobre el techo del zafacón.
- En los pasillos Área común
- Los rótulos de "exit" no están derechos.
- Fijar zócalos de vinyl de pasillo norte, estos muestran ondulaciones, protuberancias y dobleces
- Falta instalar los gabinetes para los extintores
- Los zócalos en el pasillo frente al cuarto 150 muestra ondulaciones y falta uniformidad.

#### Condiciones Generales:

- Todos los "Lockset" de las puertas de cristal (153 o 156) deben ser sergent.
  - 2. Hay modulares que tienen los face plate de los receptáculos en "overlapping".
  - 3. Verificar si está instalada el rought-in para 2 cámaras adicionales a las ya instalada. Ver ejes K-11, G-11. En el plano A-16.
  - 4. El color de las paredes no es uniforme con el pasillo sur del piso.
  - 5. Hay un acústico roto cerca de la puerta 153º.
  - 6. Sellar agujeros alrededor de los receptáculos del pasillo norte.
  - 7. Reparar zócalo de vinyl hundido en pared de área oeste próxima a nuevo cuarto del CASP.



# Certificación #7 (Factura #AI-24-08024)



PO Box 2128 San Juan PR 00922-2128 (787)653-6300 Fax(787) 653-0121/0122/0123/0124 119 Tuque Ind. Park Ponce PR 00731-7600 787)844-4001 Fax (787)793-3555

## LETTER OF TRANSMITTAL

DATE	9/13/201	3 JOB NO	). AEP 1120X	SUBMITTAL NO.
JOB NA			JLARES Y MEJ. I	NTERIORES P-7 MINILLAS
TO:	AUTORIDAD DE EDIF	ICIOS PUBLICOS		
ATTN:	ING. GERARDO CRES	P0		
WE ARE	SENDING YOU	Attached	Under separate co	ver via the following items
	Drawings	Prints	Samples	
	Copy of Letter	Change Order	Other	
COPIES	DATE	NUMBER		DESCRIPTION
4	1@31/AGOSTO/13		CERTIFICACIO	N 7 - \$26,486.38 (AI-24-08024)
			Breakdown	for Payment.
			Certificacio	n Poliza Fondo.
			•Certificate o	f Liability Insurance.
			•Certified Pay	roll
			▶Fotos Progre	
			*CD	
			*SCHEDULE	OF CHANGE ORDERS
-				
THESE ARI	E TRNSMITTED as checked below			
For App			REMARKS:	
For you				OVE LISTED SPECIFICATIONS, DRAWINGS AND / DR NCOMPLETE OR MISSING, PLEASE NOTIFY US
As requ				COMPLETE SET OF ALL SPECIFICATIONS
Disappr	roved			NOUMS AND DOCUMENTS PERTAINING TO THIS
Approve	ed as submitted			FOR YOUR REVIEW AT OUR CAGUAS OFFICE.
Approve	ed as noted		DID ISSUED	
=	ed for corrections			
_	and Resubmit		<del></del>	
20	copies for distribution			
	corrected prints			
	ew and comment			
For bids				
∟ Prints ro SENDER	eturned after loan to us	KENNETH BAEZ - P	ROJECT MANAGER	DATE: 13-Sep-13
SENDER	Σ1 			
RECEIVE	D BY:	Z Ho	1.164	DATE:



P O Box 2128 San Juan, PR 00922-2128 Fel (787) 653-6300

INVOICE No. AI-24-0802 4

- 1	CHIA.	on ti	5/20	4 7
II) A	4 1.7	U8/1	シノエリ	IJ

#### CERTIFICATE FOR PAYMENT

PROJECT: REMODELACION Y SISTEMA DE MODULARES 7TH FL MINILLAS 1120X		CERTIFICATION NO: 07
PROJECT #: 201267-170		PERIOD ENDING: 08/31/2013
I. CONTRACT AMOUNT		1,258,155.00
2. APPROVED CHANGE ORDERS		59,612.95
3. TOTAL CONTRACT AND APPROVED CHANGE ORDERS		1,317,767.95
4. TOTAL VALUE OF WORK PERFORMED TO DATE	×	1,317,767.95
5 LESS: 10% RETAINAGE		67.359.86
6. NET AMOUNT EARNED ON WORK PERFORMED CERTIFIED	O TO DATE	1,250,408.09
7. LESS; NET AMOUNT PREVIOUSLY CERTIFIED		1,223,921.71
8. NET AMOUNT DUE ON WORK PERFORMED THIS PERIOD		26,486,38
990_% TO BE PAID FOR VALUE OF MATERIAL STORED A	AT THE CLOSE OF THIS PERIOD	0.00
10. LESS: AMOUNT PAID FOR MATERIALS STORED AT THE CL	OSE OF LAST PERIOD	0.00
11. AMOUNT TO BE PAID (DEDUCTED) ACCORDING TO THE D	IFFERENCE BETWEEN LINES 9 & 10 OF THIS CERTIFICATE	0.00
12. TOTAL PAYMENT DUE THIS PERIOD (LINE 8 & 11)		\$ 26,486.38
SUBMITTED BY:	RECEIVED BY:	
ing Kenneth Báez Project Manager		
DATE:	DATE:	
	APPROVED BY,	

一种感染,是最大的变形,我们就是一个一种,我们是一个人,一个人的人们,我们就是一个人的人的,我们就会一个人的人的人,我们就是一个人的人,一个一个人的人的人们,只



#### Case:17-03283-LTS Doc#:23627 Filed:02/24/23 Entered:02/24/23 18:59:22

Document of Page 1018 of 236

PUBLIC BUILDINGS AUTHORITY

SAN JUAN, PUERTO RICO



PERIODICAL ESTIMATE FOR PARTIAL PAYMENT

Periodical Estimate No.

7

For Period 01-Aug-13

.to 31-Aug-13

Project INST, DE MODULARES Y MEJ. INTERIORES PISO-7 CTRO, GUB. ROBERTO SANCHEZ VILELLA - SAN JUAN

Project# 1120X

White - Finance

Blue - Const. Dept

Pink - Contractor Yellow - Inspection

Contract Due Date: 07-Apr-12

Extended Contract Due Date 30-May-12

Name of Contractor AIREKO CONSTRUCTION, CORP.

Address PO BOX 2128 SAN JUAN

PR 00922-212 Contract No. 6-00031(11-12)

ITEM NO.	DESCRIPTION OF ITEMS	BREAKDOWN TOTAL		( PERFORMED	PREVIOUSLY COMPLETED	COMPLETED TOTAL TO DATE	UNUSED BALANCE 34	N COM	PLETED TO DATE
(1)		(2)	(3)	[4]	(5)	(6)	State of the	(a)	(9)
T	GENERAL CONDITIONS (01)	\$184,229.00		\$590.00	\$183,639.00	\$184,229 00	\$0.00	0.32	100.00
n	MILLWORK (06)	\$6,480.00			\$6,480,00	\$6,480.00	\$0.00		100.00
'n	DOORS & WINDOWS (08)	\$85,350.00	1		\$85,350.00	\$85,350.00	\$0.00		100.00
īv	FINISHES ( 09 )	\$361,925.50			\$361,925.50	\$361,925,50	\$0.00		100 00
v	SPECIALITIES ( 10 )	\$376,505.00		(	\$376,505,00	\$376,505,00	\$0.00		100.00
VI	MECHANICAL WORKS (15)	\$81,130.00	_	bus and the second	\$81,130.00	\$81,130 00	\$0,00		100.00
VII	ELECTRICAL WORKS (16)	\$144,535.50		3-011-0-1	\$144,535.50	\$144,535.50	\$0.00		100.00
VIII	ALLOWANCES(17)	\$18,000.00		\$6,750.00	\$11,250,00	\$18,000.00	\$0.00	37 50	100,00
_		\$1,258,165.00		\$7,340.00	\$1,250,815.00	\$1,258,155,00	\$0.00	0.58	00.00

LA FEGHA BE LA PÓLIZA BEIREGRONSARI GEODRO BEICA SANTÁ VENCIDA

Bajo pena de Bulidad absoluta certifico que ningún servidor público de la Autoridad de Edificlos Públicos es parte o tiene algún interés en las ganancias o beneficios producto del contrato objeto de esta factura y de ser parte o tener interes en los ganacias o beneficios producto del contrato na mediado una dispensa previa. La única consideración para suministrar los blenes o servicios objeto del contrato ha sido el pago acordado con el representante autorizado de la agencia. El importe de esta factura es justo y correcto. Los trabajos de construcción han aido realizados, los productos han sido entregados (los servicios prestados) y no lum sido pagados. Firma:

\$1,258,155.00 Value of Contract \$65,830.95 Add: Change Orders Additions - Column 3 - Schedule of Charge Order - Form PBA 1508 ..... Less: Change Orders Additions - Column 6 - Schedule of Charge Order - Form PBA 1508 \$6,218.00 \$1,317,767.95 Current Adjusted Contract Amount

Thursday, August 15, 2013

## Case:17-03283-LTS Doc#:23627 Filed:02/24/23 Entered:02/24/23 18:59:22 Desc: Main CERTIFICALS OF THE CONCUMENTATION THROUGH VIALIGHOR TRADIC. VIALIGHOR THROUGH VIALIGHOR VIALIGHOR THROUGH VIALIGHOR V

According to the best of my knowledge and belief. I certify that all the items and amounts shown on the face of this periodical estimate are correct, that all work has been performed and/or material supplied in full accordance with the terms and conditions of the contract between the Puerto Rico Building Authority and AREKO CONSTRUCTION, CORP.

ed 12/21/2011 and/or duly authorized desviations, substitutions, alterations, and/or additions, that the following is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate, and that no part of the "Balance due this payment" has been received.

1.	CURRENT ADJUSTED CONTRACT AMOUNT	\$1,317,767.95
2.	Velue of original contract work performed to date (Reverse Column 6)	\$1,258,155.00
3.	Pluss: Authorized additions (Charge Order Schedule Column 5 Form PBA 1598) \$65,830.95	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
4.	Minus: Authorized deductions (Charge Order Schedule Column 8 Form PBA 1508) \$6,218,00	\$59,612.95
5.	TOTAL VALUE OF WORK PERFORMED TO DATE	\$1,317,767.95
6.	Less: Amount relatined percent	\$67,359.86
$\pmb{7}_{i\in}$	Net amount earned on work performed to date	\$1,250,408.09
8.	Less: Amount of previous estimate (No. 1 to) (Line 7 Last Partial Payment)	\$1,223,921.71
9.	NET AMOUNT DUE ON WORK PERFORMED AT THIS PERIOD	\$26,486.38
10.	90% to be paid for value of material suitable stored at the close of this period \$21,215.8	3
11,	Less: Amount paid for materials suitable stored at the close of last period \$21,215.8	3
12	Amount to be (paid) (deducted) according to difference between line 10 11 of this Certificate	\$0.00
13	BALANCE DUE THIS PAYMENT	\$26,486.38

I FURTHER CERTIFY that all tawful bills against the undersigned for labor, material, and equipment employed in the performance of this contract have been paid in full in accordance with the terms and conditions of said contract.

(Contractor) (Dete) (Title)

#### **CERTIFICATE OF THE OWNER**

WE CERTIFY THAT WE have checked and verified this Periodical Estimate No. 7 for the period ended 31-Aug-13 that to the best of our Knowledge and belief is a true statement of the value of work performed and/or material supplied by the Contractor, and that all work and/or material included in this estimate has been inspected by us or by our duly authorized assistants and that such work has been performed or supplied in full accordance with the plans and specifications, the terms and conditions of the construction contract, and/or duly authorized deviations, substitutions, alterations, and/or additions, all of which have been duly approved by the Puerto Rico Public Buildings Authority and that therefore, approved the "Balance due this payment of \$26,486.38"

Checked By
Field Inspector or Resident Eng. Supervisor or Chief of Division

#### APPROVED FOR PAYMENT:

Chief Contract Managerment Division	Director	Executivo Director
Value of executed work this period of original contract.  Value of executed work this period of change orders additions  Value of revised work this period of change orders deductions  Value of executed work this period (total)	\$ \$ \$	WE CERTIFY THAT WE have checked and examined this Periodical Estimate and have found the same to be in accordance with the financial terms and conditions of the corresponding contract.
5. Less 10% or difference of 10% this P.E.* and last P.L.*  6. Balance	\$	Approved for payment in the amount of \$  Less overtime hours worked by P.B.A. inspectors \$
7 Nel (increase) (decrease) of materials on site 8. Total to be paid	\$	Less figuidated damages for not completing on time \$ NET AMOUNT TO BE PAID \$
9 Liquidated Damages		
From Until =		Audited by
Previously deducted		
Net Reimbursement or		For the Comptroller

CERTIFICACIÓN #:  $\frac{\mathbf{Z}}{\mathbf{PERIOD}}$  PERIOD ENDING: 8/34/2013Page 1 of 4

BREAK-DOIWN FOR PAYMENT PROYECTO: INST. DE MODULARES Y MEJ. INTERIORES PISO-7 CTRO. GUB. ROBERTO SANCHEZ VILELLA - SAN JUAN

CONTRATISTA: AIREKO CONSTRUCTION, CORP.

1120X

PROYECTO#:

PO BOX: 2128 SAN JUAN PR 00922-2128

							200	מסוצים בינון	2	ロンズ こうしゅうし	בוניסונים	^
I GENERAL CONDITIONS (01)	דואט אדס	UNIT PRICE	UNIT PRICE	γιο	AMOUNT	3%	V10	AMOUNT	770	AMOUNT	BALANCE	COMP.
MOBILIZATION	SJ 1	\$20,000.00	\$20,000.00	1.00	\$20,000.00	100.0			1.00	\$20,000.00	\$0.00	100.0
	1 13	\$815.00	\$815.00	1,00	\$815.00	100.0	,	(*)	1.00	\$815.00	\$0:00	100.0
3 PAYMENT & PERFORMANCE BOND	4	\$9,584.00	\$9,564.00	66'0	\$9,474,00	89	0.01	\$90.00	1.00	\$9.584.00	\$0.00	100.0
4 GENERAL LIABILITY	S) -	\$4,443.00	\$4,443.00	1.00	\$4,443,00	100.0			1,00	\$4,443,00	\$0.00	100,0
5 MUNICIPAL TAXES	1 5	\$62,907.00	\$52,907.00	1.00	\$62,907.00	100.0	1		1.00	562,907.00	80.00	100.0
6 DEMOLITIONS	1 LS	\$85,000.00	\$85,000.00	1.00	\$85.000.00	100.0			1.00	\$85,000.00	\$0.00	100.0
7 DEMOBILIZATION	1 1.8	\$1,000.00	\$1,000.00	1.00	\$1.000.00	100.0			1 00	\$1,000.00	20.00	100.0
8 AS-BUILT DRAWINGS	t LS	\$500.00	\$500.00	0.00	\$0.00	0.0	1.00	\$500.00	1,00	\$500.00	80.00	1000
II MILLWORK (06)	Sub Total		\$184,229.00		\$183,639.00			\$590.00		\$184,229.00	50.00	100.00
9 WOOD CABINETS	40 LF	\$162.00	\$6,480.00	40,00	\$6,480,00	100 0			40.00	\$6,480.00	20.00	100.0
	Sub Total		\$6,480.00		\$6,480.00		1			58 480 00	80 db	100 001
III DOORS & WINDOWS ( 08 )							-			2000	O. Co.	-
10 METAL DOOR & FRAMES	58 EA	\$600.00	\$34,800.00	58.00	\$34,800.00	100.0			58 00	\$34,800.00	SD.00	100.0
11 WOOD DOORS	46 EA	\$350.00	\$16,100.00	#8.D0	\$16,100,00	100.0	1	***************************************	46.00°	\$16,100,00	\$0.00	
12 FINISH HARDWARE	58 SET	\$325.00	\$18,850.00	58.00	\$18,850,00	100.0	1		58 00	\$18,850.00	\$0.00	
13 INTERIOR GLASS & GLAZING	2 EA	\$7,800.00	\$15,800.00	2.00	\$15,600,00	100.0			2.00	\$15,500,00	\$0.00	1
	Sub Total		\$85,350.00	-	585,350.00	-	1			584 285 00	00 00	1
IV FINISHES (F9)										חחיים מייים	30.00	1
	27,161 SF	\$8.50	\$230,868.50	27,181,00	\$230,868.50	100.0	-		27,151.00	\$230,868.50	\$0.00	100.0
15 CERAMIC TILES FLOOR AND WALLS	1,083 SF	82.50	C4 873 50	1 002 00	CA 977 EA	0000	-					

Thursday, Jugast 15, 3913

CERTIFICACIÓN #: 1 PERIOD ENDING: 83312013

Page 2 of 4

INST. DE MODULARES Y MEJ, INTERIORES PISO-7 CTRO, GUB, ROBERTO SANCHEZ VILELLA - SAN JUAN

CONTRA TISTA: AIREKO CONSTRUCTION, CORP.

PROYECTO#: PROYECTO:

BREAK-DOWN FOR PAYMENT

PO BOX 2128 SANJUAN PR 00972-2128

15 MARBLETLE 17 ACOUSTICAL CEILINGS 18 RESILIENT TILE FLOOR 19 CARPET FLOORING 20 PAINTING	ירס גרס	UNIT	UNITPRICE	DOIDG LIVE	100	The second second second second							
MARBLE TILE ACOUSTICAL CEILINGS RESILIENT TILE FLOOR CARPET FLOORING PAINTING				は かんし しんべつ	474	AMOUNT	30	770	AMOUNT	710	AMOLINT	BALANCE	COMP.
	680	35	\$10,65	\$7,029.00	660,00	\$7,029.00	100.0	-	1	660.00	\$7,029.00	50,00	100.0
1	14,871 \$	SF	\$3.50	\$52,048.50	14,871.00	\$52,048.50	100.0	ļ.		14,871.00	\$52,048,50	\$0.00	100.0
1	3,258 \$	LL SS	\$4.00	\$13,032.00	3,258.00	\$13,032,00	100.0			3,258,00	\$13.032.00	\$0.00	1000
	1.154 S	SY	\$23.00	\$26,542.00	1,154.00	\$28,542.00	100.001	-	***************************************	1,154.00	\$26,542.00	\$0.00	1000
	34,415 S	π.	\$0.80	\$27,532.00	34.415.00	\$27,532.00	100,0			34,415.00	\$27,532,00	\$0.00	100.0
	Sub Total	-	-	\$361,925.50		\$361,925.50	-	-		1	\$381 925 KG	0000	400 00
SPECIALTIES (10)								1			aciovell one	onne	200.00
21 TOILET PARTITIONS	u u	Æ	\$1,081.00	\$5,405.00	5.00	\$5,405.00	100.0			5.00	\$5,405,00	20.00	1000
22 BATHROOM ACCESSORIES	24 E	5	\$134.00	53,216.00	24.00	\$3.216.00	100.0	-		24.00	\$3,216.00	20.00	1000
23 FURNITURE EQUIPMENT	3 66	EA	\$3,716.00	\$367,884.00	99.00	\$357,884.00	100.0			:00'66	5357,884,00	\$0.00	1000
	Sub Total	¥ -	:	\$376,505.00	2000	\$378,505,00	50 350 (1980)	ti tamen	88	(4.1.)	6.37¢ 50¢ 00	. 6	5
MECHANICAL WORKS (15)			4	-								Bio	2
24 MECHANICAL DEMOLITION		LS.	\$10,000.00	\$10,000.00	1.00	\$10,000,00	100.0			1.00	\$10,000.00	\$0,00	1000
25 SANITARY PIPE	Z80 U	5	\$25.00	\$6,500,00	260.00	\$6.500.00	10001	-		260.09	\$6.500.00	00'0s	1000
26 COLD WATER A/G	7 00Z	5	\$32.00	\$6,400.00	200,00	\$6,400.00	100.0	-		200.00	\$6.400.00	\$0.00	000
PLUMBING FIXTURES	18 E	E.	\$1,000.00	\$18,000.00	18.00	\$18,000.00	1000	-		18.00	\$18,000,00	2000	1000
28 SPRINKLER HEADS	177 E	<u>a</u>	\$30,00	\$5,130,00	171.00	\$5,130.00	1000	-		171.00	\$5,130,00	00.08	1000
29 FIRE PROTECTION PIPING	1,950	5	\$18.00	\$35,100.00	1,950.00	\$35,100.00	100 0			1,950,06	\$35,100.00	20.00	10001
	Sub Total	_		\$81,130.00		\$81,130,00	-	-			000 000	0000	
VII ELECTRICAL WORKS (16)											201, 130,00	30.00	100.00
30 ELECTRICA DEMOLITION	-	LS	\$10,000 00	\$10,000.00	1.00	\$10,000.00	1000			1 00	\$10,000.00	\$0.00	100.0
31 BRANCH POWER ROUGH-IN	6,100	7	\$5.00	\$30,500.00	6,100.00	\$30,500,00	1000	-				SUBSE	

CERTIFICACIÓN #: 7 PERIOD ENDING: 8/34/2013

Page 3 of 4

BREAK-DOWN FOR PAYMENT
PROYECTO: INST. DE MODULARES Y.MEJ. INTERIORES PISO-7 CTRO. GUB. ROBERTO SANCHEZ VILELLA - SAN JUAN

CONTRATISTA: AIREKO CONSTRUCTION, CORP.

1120X

PROYECTO #:

PO BOX 2128 SAN JUAN PR 00922-2128

Declaration   Computed   Comput	:					TOTAL		PREVIOUS		Ŧ	THIS PERIOD	TOTA	TOTAL TO DATE	UNUSED	27
COMMUNICATION CONDUIT ROUGHIN   7,600 LF   55.00   57,000.00   7	TEM	DESCRIPTION		LINIT	UNIT PRICE	UNIT PRICE	אַנס	AMOUNT	96	770	AMOUNT	770	AMOUNT	BALANCE	COMP.
PIRE ALARM CONDUIT ROUGHIN   1,400   LF   \$5.00   \$10,000   \$10,		LIGTING ROUGH-IN		ц		\$38,000.00	7, 800,00	\$38,000.00	1000		-	7.600.00	\$38,000.00	50.00	100.0
COMMUNICATION CONDUIT ROUGHAN         2,100         LF         \$5.00         \$10,500,00         \$10,50	SS	FIRE ALARM CONDUIT ROUGH-IN	1,400	ഥ	\$6.00	\$7,000.00	1,400,00	\$7,000.00	100.0			1,400.00	\$7,000.00	\$0.00	100.0
ACCESS CONTROL CCTV CONDUIT ROUGH IN         1.5         \$5500.00         \$5,500.00         \$100.00	K	CONMUNICATION CONDUIT ROUGH IN	2,100	5	\$5,00	\$10,500.60	2,100,00	\$10,500,00	100.0			2.100.00	\$10,500.00	SD 00	100.0
STANCH POWER WARNES   16,000   LF   \$0.75   \$10,570.00   \$10,000	1	ACCESS CONTROL CCTV CONDUIT ROUGH-IN	7	LS.	\$500.00	\$3,500,00	7.00	\$3,500.00	100.0			7.00	\$3,500.00	80.00	100.0
LIGHTING DISTRIBUTION WARING         14,100         LF         \$0,75         \$10,575.00         100.00         \$10,575.00         \$10,575.00         \$10,575.00         \$10,575.00         \$10,575.00         \$10,575.00         \$10,575.00         \$10,575.00         \$10,575.00         \$10,575.00         \$10,500.00	36		16,000	片	\$0.75	\$12,000.00		\$12,000,00	100.0			18,000.00	\$12,000.00	\$0.00	100.0
FIRE ALARIA SYSTEM WIRING         4,000         LF         \$1,25         \$5,000.00         4,000.00         \$5,000.00         \$1,000.50         \$100.00         \$4,000.50         \$100.00         \$4,000.50         \$100.00         \$4,000.50         \$100.00         \$4,000.50         \$100.00         \$100.00         \$2,000.00         \$100.00         \$100.00         \$100.00         \$1,000.00	F-1	LIGHTING DISTRIBUTION WARING	14,100	F	\$0.75	\$10,575.00	14,100.00	\$10,575,00	100.0			14,100.00	\$10,575.00	\$0.00	100.0
ELECTRICAL ROOM FEEDERS WIRING         1.69         \$4,000,50         \$4,000,50         1,00         \$4,000,50         \$2,000,50	P	FIRE ALARM SYSTEM WIRING	4,000	5	\$1.25	\$5,000.00	4,000.00	\$5,000.00	1000			4,000.00	\$5,000.00	20.00	100 0
WIRING DEVICE FURNISH & INSTALLATION         148         EA         \$2,960.00         \$2,960.00         \$105.00         \$105.00         \$100.00 <th< td=""><td>III</td><td>1</td><td>-</td><td>\$1</td><td>\$4,000,50</td><td>\$4,000.50</td><td>1.00</td><td>\$4,000.50</td><td>100.0</td><td></td><td></td><td>1.00</td><td>\$4,000.50</td><td>20.00</td><td>100.0</td></th<>	III	1	-	\$1	\$4,000,50	\$4,000.50	1.00	\$4,000.50	100.0			1.00	\$4,000.50	20.00	100.0
ELECTRICAL PANELS(BEA)& DT7(1EA) FURNISH & 7 EA \$15,500,00 \$10,500,00 \$7.00 \$10,500,00 \$10,00 \$7.00 \$10,500,00 \$10	1		148	æ	\$20.00	\$2,960.00	148.00	\$2,960.00	100.0			148.00	\$2,960.00	20 00	100.0
ALLOWANCES(17) THE REPAIR ALLOWANCES(17) THE REPAIR ALLOWANCES(17) ASBESTOS FIENCOVAL ALLOWANCE 1 LS \$15,000,00 0.00 \$11,250,00 1.00 \$3,000,00 5.000,00 50.00 1.00 \$15,000,00 5.000,00	1 1	ELECTRICAL PANELS(BEA)& DTT(1EA) FURNISH & INST.	-	A	\$1,500.00	\$10,500.00	7.00	\$10,500.00	100.0			7.00	\$10,500.00	\$0.00	100.0
ALLOWANCES(17)  THE REPAIR ALLOWANCE  1 LS \$3,000,00 6,00 \$0.00 80.00 1.00 \$3,000,00 1.00 \$3,000,00 50.00 50.00 \$0			Sub	Total		\$144,535.50		\$144,535.50					\$144 535 50	\$0.00	100 00
TILE REPAIR ALLOWANCE	ı —	1												anine.	200
ASBESTOS REMOVAL ALLOWANCE 1 LS \$15,000.00 6.75 \$11,250,00 75.0 6.25 \$3,750.00 1.00 \$15,000.00 8	1		-	LS.	\$3,000.00	\$3,000,00	0.00	\$0.00	0.0				\$3,000.00	\$0.00	100.0
Sub Total \$18,000,00 \$11,250,00 \$8,750,00 \$18,000,00	43		-	ST	\$15,000.00	\$15,000.00	0.75	\$11,250.00	75.0				\$15,000.00	30.00	1000
	F		Sub	Cotal		\$18,000.00		\$11,250.00			\$8,750,0	0	\$18,000,00	00.00	50.00

CERTIFICACIÓN #; Z PERIOD ENDING: 8/31/2013

BREAK-DOWN FOR PAYMENT PROYECTO: INST. DE MODULARES Y MEJ, INTERIORES PISO-7 CTRO. GUB. ROBERTO SANCHEZ VILELLA - SAN JUAN

PROYECTO #: 1120X
CONTRATISTA: AIREKO CONSTRUCTION, CORP.
- PO BOX 2128
SANJUAN PR 09922-2128

TEM

THIS PERIOD TOTAL TO DATE UNUSED	##GUNT % QTY AMGUNT QTY AMGUNT EALANCE COMP. \$1,250,815.00 \$1,258,155.00 \$0.00 100.00 %	RECOMMENDED BY:	Arq. Anlonio Garate ArtTORIDAD DE EDIFICIOS PÚBLICOS Supervisión Contratada Ing. Nick Figueroa Carattini
11 3	1	RECOMM	Arq. Anlon Supervisid
TOTAL	TOTAL GENERAL: \$1,258,155.00	RECOMMENDED BY:	Ing. William Meléndez Inspección Contratada
	שבאריניין	SUBMITTED BY:	Ing. Kenneth M. Baéz Alers Contrafista

PBA-1508

## COMMONWEALTH OF PUERTO RICO PUBLIC BUILDINGS AUTHORITY SAN JUAN, PUERTO RICO

#### SCHEDULE OF CHANGE ORDERS

Supporting Periodical Estimate for Partial Payment No

.

For Periods 01-Aug-13

, to 31-Aug-13

Project INST. DE MODULARES Y MEJ. INTERIORES PISO-7 CTRO. GUB. ROBERTO SAN

Name of Contractor AIREKO CONSTRUCTION, CORP.

ORD	EN DE CAMBIO		ADDITIONS			DEDUCTIONS	
Nn.	Date	Amount	Period	To date	Amount	Period	To date
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
2	4/18/2012	\$65,830.95	\$28,307,31	\$65,830.95	\$0.00	\$0,00	\$0.00
3	12/21/2011	\$0.00	\$0.00	\$0.00	\$6,218.00	\$6,218.00	\$6,218.00
	TOTALES	\$65,830.95	\$28,307.31	\$65,830.95	\$6,218.00	\$6,218.00	\$6,218.00

ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

TOTAL

Original Contract Amount \$1,258,155.00

Add: Change Orders Additions Schedule above \$65,830.95

Less: Change Orders Deductions schedule above \$6,248.00

Adjusted Contract Amount TO DATE \$1,317,767.95

Aposto your INST, DE MODULARES Y MEJ. INTERIORES PISO-7 CTRO. GUB. ROBERTO SANCHEZ VILELLA - SAN JUAN

CERTIFICACION#: 17
PERIOD ENDING: 51312012

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Page 1 of 4

CONTRATISTA: AIREKO CONSTRUCTION, CORP.

PROYECTO#: 1120X

PROYECTO:

BREAK-DOWN FOR PAYMENT

(c) (c) (d)	The second of the second	ALC: COLD DAY		2000	The second second	3 100 5 100	Ture occord		TOTAL T	1	UNUSED	
			TOTAL		PREMOUS		עטיגעמין פוורו					×
The state of the s	TINU YTO	UNIT PRICE	UNIT PRICE	VT0	AMOUNT	у.	QTY AMOUNT	E	vro	e d G	- 5	COMP.
MOBILIZATION	1 LS	\$20,000.00	\$20,000.00	1.00	\$20,000.00	100.0	0.00	\$0.00	1,00	\$20,000 00	\$0.00	105.0
BUILDER RISK	1 13	2815.00	\$815.00	1.00	\$815.00	100.0			1.00	\$815.00	\$0.02	100.0
3 PAYMENT & PERFORMANCE BOND	1 18	59,564.00	\$9,564.00	0.99	\$9,474,00	83			0.99	\$9,474.00	\$90.00	1 66
4 GENERAL LIABILITY	1 53	\$4,443.00	\$4,443.00	1.00	\$4,443.00	100.0	****		1.00	54,443.00	\$0.09	100.0
5 MUNICIPAL TAXES	- 13	\$62,907.00	\$62,907.00	1.00	\$62.907.00	100.0	-		1.00	\$62,907.00	\$0.00	100.0
6 DEMOLITIONS	\$7 1	\$85,000.00	\$85,000,00	1.00	\$85,000.00	100.0	-		1.00	\$85,000.00	\$0.00	100.0
DEMOBILIZATION	I LLS	\$1,000.00	\$1,000.00	1.00	\$1,000.00	100.0			1.00	\$1,000,00	\$0.00	100.0
8 AS-BUILT DRAWINGS	1 12	\$500.00	\$500.00	0.00	80.00	0.0	-11		00 0	\$0.00	\$500.00	0.0
II MILLWORK (86)	Sub Tolai		\$184,229.00		\$183,639.00			\$0.00		\$183,639.00	\$590,00	99.68
9 WOOD CABINETS	40 LF	\$162.00	\$6,480.00	40.00	\$6,480.00	100.0			40 00	\$6,480.00	\$0.00	100.0
	Sub Total		\$6,480.00		\$6,480.00	-			15.	\$6,480.00	\$0.00	100.00
III DOORS & WINDOWS (68)												
10 METAL DOOR & FRAMES	58 EA	2600.00	\$34,800.00	58.00	\$34,800.00	100,0			58.00	\$34,800.00	\$0.00	100.0
11 WOOD DOORS	48 EV	\$350.00	\$16,100,00	46.00	\$16,100.00	100.0			46.00;	\$16,100.00	\$0.00	100.0
12 FINISH HARDWARE	58 SET	\$325.00	\$18,850.00	58.00	\$18.850.00	100.0			58.00	\$18,850,00	80.00	100.0
13 INTERIOR GLASS & GLAZING	Z : EA	\$7,600.00	\$15,600.00	2.00	\$15,600.00	100.0			2.00	\$15,600.00	20.03	100.0
	Sub Total		\$85,380.00		\$85,350.00	-	-			\$85,350.00	20.00	100.00
IV FINISHES (09.)												-
14 GYPSUM BOARD WALLS & CEILINGS	27,161 SF	\$8.50	\$230,868.50 27,161,00	27,161,00	\$230,858.50	100.0	-	27.	27,161,00	\$230,858,50	80.00	100.0
15 CERAMIC TILES FLOOR AND WALLS	1,083 SF	\$4.50	\$4,873.50	1,063.00	\$4,873,50	1000	-	-	1.083 00	54,873.50	\$0.00	100.0

CERTIFICACIÓN #: 6 PERIOD ENDING: 5/31/2012

Page I of 4

BRE4K-DOWN FOR PAYMENT Proyecto: Inst. de modulares y mej. Interiores piso-7 ctro. gub. roberto sanchez vilella • san juan

CONTRATISTA: AIREKO CONSTRUCTION, CORP. PO BOX 2128 SANJUAN PR 00922-2128

The Parish Companies   Compa	14.871   SF   \$10.65   \$7,020.00     14.871   SF   \$10.65   \$7,020.00     14.871   SF   \$10.65   \$7,020.00     1.154   SY   \$23.00   \$15,032.00     34.415   SF   \$0.80   \$27,532.00     34.415   SF   \$0.80   \$27,532.00     34.415   SF   \$0.80   \$27,532.00     1.154   SY   \$23.00   \$27,532.00     1.154   SY   \$23.00   \$23.216.00     1.154   SY   \$23.00   \$23.216.00     1.151   LS   \$10.000.00   \$10.000.00     1.151   S.3.2.00   \$			AMOUNT 07	8 8 8 8 8	9 9 9 9	100.0
LIE PLOOR   1487   587   5105   5102040   51000   1000   1000   1000   51000	LE COLINGS   SF   ST056   ST029.00   TILE FLOOR   SF   SF   SF   SF   SF   SF   SF   S			47 65 45	2 6 2 2 2 6 9	8 8 8 8	100.0
THE FLOOR   3228   SF   SF   SF   SF   SF   SF   SF   S	14.871   SF   53.50   552.048.50		100.00	14,071.00 3.288.00 1.154.00 34,415.00	\$52.048.50 \$13.032.00 \$28.542.00 \$27.532.00 \$351,925.50	\$0.00 \$0.00	
Tue Floor   3286   SF   \$4.00   \$1.328200   11.54.00   \$2.288.00   11.54.00   11.54.00   12.	TILE FLOOR  TILE FLOOR  TILE FLOOR  TILE FLOOR  TILE FLOOR  TILE FLOOR  TILE STATE  TILE S		100.00	3.258.00 1.154.00 34.415.00	\$13,032,00 \$28,542,00 \$27,532,00 \$381,925,50	\$0.00 \$0.00	1000
1,154   ST   523.00   525.52.00   1,154.00   525.52.00   1,100.0   1,114.10   525.52.00   50.00   1,154.10   525.52.00   1,100.0   1,114.10   525.52.00   1,100.0   1,114.10   525.52.00   1,100.0   1,114.10	1,154 SY 523.00   526.542.00     Sub Total   S10.00.00   S27.532.00     Sub Total   S10.00.00   S27.532.00     Sub Total   S10.00.00   S27.532.00     Sub Total   S10.00.00   S10.000.00     Sub Total   S10.000.00   S10.000.00     S10.000.00		100.001	34,415.00	\$28.542.00 \$27.532.00 \$361,925.50	\$0.00	100.0
SAL ALS   SE   SE   SE   SE   SE   SE   SE	Sub Total   Sub Total   S1,532,00		0.001	34.415.00	\$27.532.00 \$381,925.50 \$5.405.00		100.0
Sub Total   Sub Total   Sistings	Sub Total  Sub Total  SSORIES  24 EA \$1.081.00  MENT  99 EA \$3.716.00  Sub Total  Sub Total  1 LS \$10.000.00  290 LFT \$25.00  200 LFT \$32.00  ES 18 EA \$1.000.00		100.0	.0076	\$361,925.50 \$5,405.00	\$0.00	100.0
Signature   Sign	SSORIES 24 EA \$1.081.00  MENT 99 EA \$3.716.00  RKS (15.)  QLITION 1 LS \$10.000.00  280 LFT \$25.00  200 LFT \$32.00  ES 18 EA \$1.000.00	1111	100.0	200	\$5,405.00		000
24         EAA         \$1,091,000         \$5,405,00         \$0.00         \$5,405,00         \$100.	5 EA \$1,081,000  24 EA \$134,000  Sub Total  1 LS \$10,000,000  290 LFT \$25,000  18 EA \$1,000,000		100.0	2.00	\$5,405.00	- 1	100.00
Sub Total   LS   \$13,716,00   \$30,718,00   \$10	24 EA \$134.00   99 EA \$3.716.00   1 LS \$10.000.00   250 LFT \$25.00   200 LFT \$32.00		100.0			80.00	100.0
Sub Total   Si37,884.00   Si30,884.00   Si30,000.00   Si30,000	Sub Total Sub Total  1 LS \$10,000,000 200 LFT \$25,00 200 LFT \$32,000	1	100.0	24,00	\$3,216.00	20.00	100.0
1   LS   \$10,000,000   1,000   100	Sub Total  1 LS \$10,000,00  280 LFT \$25.00  200 LFT \$32.00	\$378,505.00		00.69	\$367,884.00	\$0.00	1000
1   LS   \$10,000,00   1,00   \$10,000,00   1,00   \$10,000,00   1	250 LFT \$25.00 200 LFT \$25.00 18 EA \$1,000.00				£176 405 00	6	6
1   LS   \$10,000,00   \$10,000,00   \$10,000,00   \$10,000,00   \$10,000,00   \$10,000	250 LFT \$25.00 200 LFT \$25.00 18 EA \$1,000.00					anine	00'001
250         LFT         \$325.00         \$6,500.00         \$6,500.00         \$6,500.00         \$6,500.00         \$6,500.00         \$6,500.00         \$6,000.00         \$6,500.00         \$6,000.00 <td>250 LFT \$25.00 200 LFT \$32.00 18 EA \$1.000.00 \$</td> <td></td> <td>100:01</td> <td>00.1</td> <td>\$10,000,00</td> <td>\$0.00</td> <td>100,0</td>	250 LFT \$25.00 200 LFT \$32.00 18 EA \$1.000.00 \$		100:01	00.1	\$10,000,00	\$0.00	100,0
200         LFT         \$32,00         \$6,400.00         \$0,400.00         \$6,400.00         \$6,400.00         \$6,400.00         \$6,400.00         \$6,400.00         \$6,400.00         \$6,400.00         \$6,400.00         \$6,400.00         \$6,400.00         \$6,400.00         \$6,000         \$6,400.00         \$6,400.00         \$6,000         \$6,400.00         \$6,400.00         \$6,000         \$6,000         \$6,400.00         \$6,400.00         \$6,000         \$6,000         \$6,400.00         \$6,000         \$	200 LFT \$32.00 18 EA \$1,000.00		100.0	260.00:	\$6,500.00	\$0.00	1000
18 EA         \$1,000.00         \$18,000.00         \$18,000.00         \$18,000.00         \$18,000.00         \$100.00 <td>18 EA \$1,000.00</td> <td></td> <td>100.0</td> <td>200 00</td> <td>SS ADO DO</td> <td>00.00</td> <td>100</td>	18 EA \$1,000.00		100.0	200 00	SS ADO DO	00.00	100
1950 LFT \$18.00 171.00 \$5,130.00 100.0 177.00 \$5,000 50.00		100	100.0	18.00	\$18,000.00	2002	100
1,950   LFT   \$18.00   1,950.00   325,100.00   100.00   100.00   1,950.00   \$35,100.00   \$0.00   \$0.00   100.00   \$10.00   \$10.00   \$10.00   1.00   1.00   \$10.00   1.00   \$10.00   1.00   \$10.00   1.00   \$10.00   1.00   \$10.00   1.00   \$10.00   1.00   \$10.00   1.00   \$10.00   1.00   \$10.00   1.00   \$10.00   1.00   \$10.00   1.00   \$10.00   1.	171 EA \$30.00		100.0		\$5,130,00	80.00	100.0
Sub Total	1,950 LFT \$18,00 \$35,100,00		100.0	1,950.00	\$35,100,00	20.00	100.0
1 LS \$10,000.00 \$10,000.00 1,00 \$10,000.00 100.0 100.0 100.0 1,00 \$10,000.00 8,000 8	Sub Total	\$81,130.00			\$84 130.00		400 00
1 LS \$10,000.00 \$10,000.00 1.00 \$10,000.00 100.00 100.00 100.00 100.00 810,000.00 80	ELECTRICAL WORKS (16)				20.2011.04	- [	00'001
6.100 LF \$6.00 \$100.00 8.100.00 \$20,500.00 100.0 8.100.00 \$30,500.00 50.500.00	1 LS \$10,000,00	1	10.001	1,00	\$10,000.00	20.00	100.0
	6.100 LF \$5.00 \$30,500.00		100.0	8.100.00	\$30,500,00	00.02	000

62.50

CERTIFICACIÓN #:

BREAK-DOWN FOR PAYMENT PROYECTO: INST. DE MODULARES Y MEJ. INTERIORES PISO-7 PROYECTO #: 1120X	MEJ. INTERIOR	ES PISC	.7 CTRO. GUE	' CTRO. GUB. ROBERTO SANCHEZ VILELLA - SAN JUAN	ANCHEZ	VILELLA - SA	IN JUAN		CERT	CERTIFICACIÓN #: PERIOD ENDING:	#: 5/31/2012	
CONTRATISTA: AIREKO CONSTRUCTION, CORP. PO BOX 2128 SAN JUAN PR 00922-2128	, corp.								×	Page 3 of 4	of 4	
***************************************	0.000	î		TOTAL		PREVIOUS	-	THIS PERIOD	TOTAL	TOTAL TO DATE	Miller	1
DESCRIPTION LIGTING ROUGH-IN	7,500	UNIT	UNIT PRICE S5.00	S38,000.00	7,600.00	539,000.00	100.0	TWOUNT YTO	7,600.00	AMOUNT \$38,000 00	BALANCE S0.00	COMP.
FIRE ALARM CONDUIT ROUGH-IN	1,400	5	\$5.00	\$7,000.09	1,400.00	\$7,000.00	100.0	-	1,400.00	87.000 00	2000	1000
34 COMMUNICATION CONDUIT ROUGHIN	2,100	Ē	\$5.00	\$10,500.00	2,100.00	\$10,500.00	100.0		2,100.00	\$10,500,00	\$0.00	100.0
ACCESS CONTROL CCTV CONDUIT ROUGH-IN	L V	S	\$500.00	\$3,500.00	7,00	\$3,500,00	100.0		7.00	\$3,500.00	\$0.00	100.0
BRANCH POWER WIRING	15,000	<u>"</u>	\$0.75	\$12,000.00	18,000.00	\$12,000.00	100.0		16,000,00	\$12,000,00	\$0.00	100.0
LIGHTING DISTRIBUTION WIRING	14,100	5	\$0.75	\$10,575,00	14,100.00	\$10,575.00	100.0		14,100.00	\$10,575 DO	\$0.00	100.0
FIRE ALARM SYSTEM WARING	4,000	T.	\$1.25	\$5,000.00	4,000.00	\$5,000.00	100.0		4,000.00	\$5,000.00	\$0.00	1000
ELECTRICAL ROOM FEEDERS WIRING	-	LS	\$4,000.50	\$4,000.50	1.00	\$4,000.50	100.0		1.00	\$4,030.50	\$0.00	100.0
WIRING DEVICE FURNISH & INSTALLATION	148	5	\$20.00	\$2,960.00	148.00	\$2,960.00	100.0		148,00	\$2,960.00	80.00	100.0
ELECTRICAL PANELS(6EA)& DTT(1EA) FURNISH & INST.	SH & 7	ā	\$1,500.00	\$10,500.00	7.00	\$10,500.00	100.0		7:00	\$10,500.00	80.00	100.0
	. gnp	Sub Total		\$144,535.50		\$144,535,50	+			\$144,535.50	8008	100 00
ALLOWANCES(17)					-							
TILE REPAIR ALLOWANCE	-	S)	\$3,000.00	\$3,000.00						30,00	¥53,000.00	0.0
ASBESTOS REMOVAL ALLOWANCE	-	ន	\$15,000.00	\$15,000.00	0.75	\$11,250.00	75.0		0.75	\$11,250.00	%:\$3,750.00	75,0
	dut.	Sub Total		\$18,000.00		\$11,250.00				-		

CERTIFICACIÓN #: 6 PERIOD ENDING: 6(3) 12012

Page 4 of 4

BREAK-DOMIN FOR PAFMENT PROYECTO: INST. DE MODULARES Y MEJ. INTERIORES PISO-7 CTRO. GUB. ROBERTO SANCHEZ VILELLA - SAN JUAN PROYECTO#:

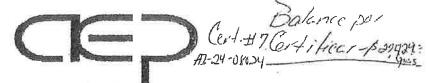
CONTRATISTA: AIREKO CONSTRUCTION, CORP. PO BOX 2128 SAN JUAN PR 00922-2/28

Periodical Estimate No: Project: REMODELACION Y SISTEMA DE MODULARES 77H FL MINILLAS 1120X	ILARES 77H FL M	5 IINZLLAS		PERIODIC. For Period: Contract Due Date:	UBLIC BUI SAN JUE AL ESTIM	CONTINUE ALTHOUGH OF CONTINUE AUTHORITY  SAN JURN, PURITO RICO  SAN JURN, PURITO RICO  PERIODICAL ESTIMATE FOR PARITAL PAYMENT  od:  hay 1, 2012 to May 31, 2012  Lobe Date:	RICO ORIY TAL PAYMEN	Ł	Ų				
reme of Contractor, Airero Construction				Address:		PO Box 2128; Sen Juan PR 00922	an Juan PR 00s	77	CALEIIO	Contract No.	Contract No:	1	
(fear				breakdown for Payment	n tor Pay	hent				Partial payment no.:			
no. Description of Items	Ê		tion and the	Total tink Dies	Previous	Previously Completed	Work Performs	Work Performed This Period	Complete	Completed To Date (41+5)		% Completed	eted
			THE PRICE	I OCAL UNITE PTICE	ż	AMOUNT	SA.	Amount	QTV.	Amount	Unused Balance (2-6) This Period		To Date
CHANGE ORDERS				(2)		(5)	(3)	(4)		(9)	60	(8)	(6)
A CHANGE ORDER #2	-	S	4 65,830,95	\$ 65,810.95	0.00	0.00	53.0	1	200			A COLUMN	
20 Committee Order 3		7		(6,218,00)				20,223,01	75'0	37,523,64		9625	57%a
											-(6,215.00)		

Case:17-03283-LTS, Doc#:23627 Filed:02/24/23 Entered:02/24/23 18:59:22 Desc: Main Document Page 130 of 236

PBA FORM 1513

BLUE - CONST DEFT PIHK - CONTRACTOR YELLOW - INSPECTION OREEN - CONST DEPT



Autoridad de Edificios Públicos Commonwealth of Puerto Rico

**PUBLIC BUILDINGS AUTHORITY** San Juan, Puerto Rico

Relegiclo Finel

Contractor. Aireko Construction Corporation

Lot 10 Las Casas S! VIIIa Blance Ind. Park Caguas, Puerto Rico 00912

Location;

Caguas, Puerto Rico

Project:

Installation of Modular Office System and Interior Improvements to the Seven (7) Floor on the North Building at Roberto Sanchez Vilella Government Office Center ("Minilles")

San Juan, Puerto Rico

AEP # 1120 - X

July 23, 2012 Date:

CHANGE ORDER No.;

WHEREAS, in connection with tour Contract # C0031 (2010-2011)

December 21, 2011 dated

The following changes are ordered:

#### Trabajos Deductivos:

#### A. Crédito por "Allowance" de Remoción de Asbesto

Los documentos de contrato contemplan un "Allowance" por la cantidad de \$15,000 para la remoción de asbesto. El costo generado por esta partida no alcanzó dicha cantidad, por lo que el Contratista procede a otorgar un crédito a la AEP. El Contratista sometió propuesta para estos trabajos la cual fue evaluada y encontrada razonable por lo que se recomienda su aprobación con un costo deductivo de \$-3,218.00 (ver COP #5X)

#### Causas y responsabilidades por esta actividad

Esta actividad surge debido a que los documentos de contrato contemplan un "Allowance" por la cantidad de \$15,000 para la remoción de asbesto. El costo generado por esta partida no alcanzó dicha cantidad, por lo que el Contratista procede a otorgar un crédito a la AEP.

B. Crédito por "Allowance" de reparación de losas

Los documentos de contrato contemplan un "Allowance" por la cantidad de \$3,000 para la reparación de losas rotas. El costo generado por esta partida no alcanzó dicha cantidad, por lo que el Contratista procede a otorgar un crédito a la AEP. El Contratista sometió propuesta para estos trabajos la cual fue evaluada y encontrada razonable por lo que se recomienda su aprobación con un costo deductivo de \$-3,000.00 (vcr COP #6X)

Mur

ALG-Cantidad Resumen de Trabajos Deductivos: Tiempo A. Crédito por "Allowance" de Remoción de Asbesto 0 C.D -\$3,218.00 B. Crédito por "Allowance" de reparación de losas -\$3,000.00 0 C.D -\$6,218.00 OC.D. TOTAL DE TRABAJOS DEDUCTIVOS = TOTAL DE ORDEN DE CAMBIO # 3 = -\$6,218.00 OC.D.

PERR MINOTALIS

WHITE - FRIANCE BLUE - CONST DEPT PINK - CONTRACTOR YELLOW - INSPECTION DREEN - CONST DEPT



#### PUBLIC BUILDINGS AUTHORITY San Juan, Puerto Rico

Contractor: Alreko Construction Corporation

Project:

Installation of Modular Office System and

Lot 10 Las Casas St Villa Blanca Ind. Park Caguas, Puerlo Rico 00912 Interior Improvements to the Seven (7) Floor on the North Building at Roberto Sanchoz Vilella Government Office Center ("Minillas")

San Juan, Puerto Rico AEP # 1120 - X

Location:

Caguas, Puerto Rico

July 23, 2012

CHANGE ORDER No.:

WHEREAS, in connection with tour Contract # C0031 (2010-2011)

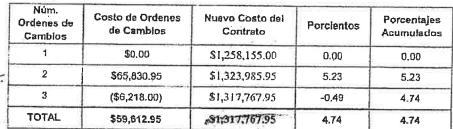
dated December 21, 2011

The following changes are ordered:

#### RESUMEN DE ÓRDENES DE CAMBIOS

Monto Original del Contrato

\$1,258,155.00



#### Previsado Contrato

#### RELACIÓN DE TIEMPO DE ÓRDENES DE CAMBIOS

Tiempo Asignado Según Contrato

: 90 dias

Fecha de Comienzo Según Contrato

: 9 de enero de 2012 7 de abril de 2012

Fecha de Terminación Original Fecha Modificada

9 de mayo de 2012

#### RESUMEN DE TIEMPO

Núm. Ordenes de Cambios	Extensión de Tlempo (Días Calendarios)	Fecha de Terminación Modificada	Porclentos	Porcentajes Acumulados
1	11	18 de abril de 2012	12.20%	12.20%
2	21	9 de mayo de 2012	23.33%	35.53%
3	0	9 de mayo de 2012	0:00%	D.00%
TOTAL	32	9 de mayo de 2012	35.53%	35.53%

PILA FORM 1513

TELLOW - INSPECTION



#### **PUBLIC BUILDINGS AUTHORITY** San Juan, Puerto Rico

Contractor: Aireko Construction Corporation

Lot 10 Las Casas St Villa Blanca Ind. Park Caguas, Puerlo Rico 00912

Location:

Caguas, Puerto Rico

Project:

Installation of Modular Office System and Interior Improvements to the Seven (7) Floor on the North Building at Roberto Sanchez Vilella

Government Office Center ("Minillas")

San Juan, Puerto Rico AEP # 1120 - X

July 23, 2, 12 Date:

CHANGE ORDER No.:

WHEREAS, in connection with tour Contract # C0031 (2010-2011)

dated December 21, 2011

Date

The following changes are ordered:

NOW, THEREFORE, subject to conditions hereinafter set forth, an equitable adjustment to the Contract is established:

A. The Contract price is decreased by the amount of \$6,218 dollars.

B. The Contract time is increased in 0 calendar days commencing on April 19, 2012 and ending on May 9, 2102.

C. The negotiated prices between Contractor and Public Buildings Authority include field and main office overheads, profit, municipal taxes (arbitrios municipales) insurances, bonds, and any other incidental costs necessary for the completion of said items and that the Contractor must incur.

D. The aforementioned change and work affected thereby is subject to all Contract stipulations and covenants.

E. It is hereby expressly agreed and understood that the acceptance of this change order by the Contractor relieves the Public Buildings Authority from any and all claims relating to and/or as consequence of this change ordered in captioned contract.

F. Except as modified above, all terms and provisions of the Contract shall remain in full force and effect.

RECOMMENDED: ING. WILLIAM MELENDEZ Director- Project Development Area, PBA Inspection Date Supervisor 23 Julio Date

ESSE MAGGARD

WHITE - FINANCE BLUE - CONST DEPT PINK - CONTRACTOR TILLOW-INSPECTION OHEEN-CONST DEPT



#### **PUBLIC BUILDINGS AUTHORITY** San Juan, Puerto Rico

Contractor: Aireko Construction Corporation

Lot 10 Las Casas St Villa Blanca Ind. Park Caguas, Puerto Rico 00912

Location:

Caguas, Puerto Rico

Project:

Installation of Modular Office System and Interior Improvements to the Seven (7) Floor on the North Building at Roberto Sanchez Vilella Government Office Center ("Minillas")

San Juan, Puerto Rico AEP # 1120 - X

July 23, 2012

CHANGE ORDER No.:

WHEREAS, in connection with tour Contract # C0031 (2010-2011)

3 dated December 21, 2011

The following changes are ordered:

APPROVED:

PUBLIC BUILDINGS AUTHORITY

Servicios Legales

Date

ACCEPTED:

CONTRACT

Aireko Construction, Corp.

23 July 2012

Date

# Certificación #8 (Factura #AI-24-08025)



PO Box 2128 San Juan PR 00922-2128 (787)653-6300 Fax(787) 653-0121/0122/0123/0124 119 Tuque Ind. Park Ponce PR 00731-7600 787)844-4001 Fax (787)793-3555

#### LETTED OF TRANSMITTAL

DATE	9/27/2013	JOB NO.	AEP 1120X SUBMITTAL NO.
			A THURLIAN
OB NA	9001		LARES Y MEJ. INTERIORES P-7 MINILLAS
O:	AUTORIDAD DE EDIFI	CIOS PUBLICOS	
TTN:	ING. GERARDO CRESI	P0	
E ARE	SENDING YOU	Attached	Under separate cover viathe following items
	Drawlings	Prints	Samples
	Copy of Letter	Change Order	Other Specifications
OPIES	DATE	NUMBER	DESCRIPTION
4	1@31/AGOSTO/13		CERTIFICACION 8 - \$67,359.86 (AI-24-08025)
	10011110001		Ocertificación Oficina de Finanzas Municipales - 51162
-			Certificacion Departamento Finanzas SJ - 44694
			Carta Travelers Casualty and Surety Company 09/26/13
			•Relevo Fondo del Seguro del Estado 09/25/2013
			Relevo Total Aireko Construction 09/26/2013
			Declaración Jurada Edgardo Albino representante de
			Aireko Construction 09/26/2013
			•GD
HESE ARI	I E TRNSMITTED as checked below:		L
For App	net real		REMARKS:
For you			IF ANY OF THE ABOVE LISTED SPECIFICATIONS, DRAWINGS AND / OR DOCUMENT ARE INCOMPLETE OR MISSING, PLEASE NOTIFY US
As requ			IMMEDIATELY. A COMPLETE SET OF ALL SPECIFICATIONS
Disapp			DRAWINGS, ADDENDUMS AND DOCUMENTS PERTAINING TO THIS
Approv	ed as submitted		BID IS AVAILABLE FOR YOUR REVIEW AT OUR CAGUAS OFFICE.
Approv	ed as noted	8	DID 13 NYALEMBER 1 DIE 1001 NEVIEW 11 007 EAST
Return	ed for corrections		
Revise	and Resubmit		
Submit	copies for distribution		
Return	corrected prints		
For rev	lew and comment		
For bid	s due	29	
Prints r	eturned after loan to us		*
ENDER	R:	KENNETH BAEZ - P	ROJECT MANAGER DATE: 27-Sep-13

transmittal Cert - 8 - Piso 7 revised9/27/2013

If enclosures are not as noted, kindly notify us at once



P.O Box 2128 San Juan, PR. 00922-2128 Tel. (787) 653-6300

INVOICE No. AI-24-08025

DATE: 08/15/2013

#### CERTIFICATE FOR PAYMENT

PROJECT: REMODELACION Y SISTEMA DE MODULA 7TH FL MINILLAS 1120X	ARES	CERTIFICATION NO: 08 Retenido Final
PROJECT #: 201267-170		PERIOD ENDING: 08/31/2013
1. CONTRACT AMOUNT		1,258,155.00
2. APPROVED CHANGE ORDERS		59,612,95
3. TOTAL CONTRACT AND APPROVED CHANGE ORDER	RS .	1,317,767.95
4. TOTAL VALUE OF WORK PERFORMED TO DATE	8	1,317,767.95
5. LESS: 10% RETAINAGE		0.00
6. NET AMOUNT EARNED ON WORK PERFORMED CERT	FIFIED TO DATE	1,317,767.95
7. LESS: NET AMOUNT PREVIOUSLY CERTIFIED		1,250,408.09
8. NET AMOUNT DUE ON WORK PERFORMED THIS PERF	qop	67,359.86
990_% TO BE PAID FOR VALUE OF MATERIAL STOR	RED AT THE CLOSE OF THIS PERIOD	0.00
10. LESS: AMOUNT PAID FOR MATERIALS STORED AT TH	E CLOSE OF LAST PERIOD	0.00
II. AMOUNT TO BE PAID (DEDUCTED) ACCORDING TO TI	HE DIFFERENCE BETWEEN LINES 9 & 10 OF THIS CERTIFICATE	0.00
12. TOTAL PAYMENT DUE THIS PERIOD (LINE 8 & 11)		s 67,359.86
SUBMITTED BY:	RECEIVED BY:	
Ing. Kenneth Báez Project Manager		
DAT <u>E</u> :	DATE:	The company of the Control of the Co
	APPROVED BY:	CTT50
	<b>#</b>	Den 1

Case:17-03283-LTS Doc#:23627 Filed:02/24/23 Entered:02/24/23 18:59:22 Desc: Main

Document of Plage 137 of 236

**PUBLIC BUILDINGS AUTHORITY** 

SAN JUAN, PUERTO RICO

Pink - Contractor Yellow - Inspection



#### PERIODICAL ESTIMATE FOR PARTIAL PAYMENT

For Period 01-Aug-13 13-Aug-13 Periodical Estimate No. Project INST. DE MODULARES Y MEJ. INTERIORES PISO-7 CTRO. GUB. ROBERTO SANCHEZ VILELLA - SAN JUAN

Project # 1120X

White - Finance Blue - Const. Dept

Contract Due Date: 07-Apr-12

Extended Contract Due Date 30-May-12

Name of Contractor AREKO CONSTRUCTION, CORP.

Address PO BOX 2128 SAN JUAN

PR 00922-212 Contract No. C-00031(11-12)

ПЕМ	DESCRIPTION	BREAKDOWN"		PERFORMED HS PERIOD	PREVIOUSLY	COMPLICATION		% COM	
No.	OF ITEMS	TOTAL	QTY	AMOUNT	COMPLITED	TOTAL TO BATE		P27000	DATE
(1)		(2)	[3]	10	lb,	A	- O	(8)	(0)
1	GENERAL CONDITIONS (01)	\$184,229.00		\$0.00	\$184,229.00	\$184,229.00	\$0.00	0.00	100.00
11	MILLWORK (06)	\$6,480,00			\$6,480.00	\$6,480.00	\$0.00		100.00
ui	DOORS & WINDOWS (88)	\$85,350,00			\$85,350.00	\$85,350.00	\$0.00		100.00
īV	FINISITES ( 09 )	\$361,925.50			\$361,925.60	\$361,925.50	\$0.00		100,00
٧	SPECIALTIES (10)	\$376,505.00			\$376,505.00	\$376,505.00	\$0.00		100.00
VI	MECHANICAL WORKS (15)	\$81,130.00			\$81,130.00	\$81,130.00	\$0.00		100.00
VII	ELECTRICAL WORKS(10)	\$144,535.50			\$144,535.50	\$144,535.50	\$0.00		100.00
VIII	ALLOWANCES(17)	\$18,000.00			\$18,000.00	\$18,000.00	\$0.00		100.00
-		\$1,258,155.00	-	\$0.00	\$1,258,155.00	\$1,255,155.00	\$0.00	0.00	00.00

LA FEGHA BE LA POLIZA BEIRFGRON PARTI DE ADRIVIBLICA STATUOVEN FADA NOIDA

Bajo prou de nulidad absoluta certifico que ningún servidor público de la Autoridad de Edificios Públicos en parte o tiene algún interés en las gananclas o heneficios producto del contrato objeto de esta factura y de ser parte o tener interés en las ganacias o beneficios producto del contrato ha mediado una dispensa previa. La dulca consideración para suministrar los bienes o servicios objeto del contento ha sido el pago acordado con el representante autorizado de la agencia. El importe de esta factura es justo y correcto. Los trabajos de construcción han sido realizados, los productos han aido endos tios servicios prestatios) y no han aldo pagados. Firma:

Ethi Ekanis Inis wit areas freezen as a series freezen as a freezen as	Advantages on a second of
Value of Contract	\$1,258,155.00
Add: Change Orders Additions - Column 3 - Schedule of Charge Order - Form PBA 1508	\$65,830.95
Less: Change Orders Additions - Column 6 - Schedule of Charge Order - Form PBA 1508	\$6,218.00
Current Adjusted Contract Amount	\$1,317,767.95

CERTIFICACIÓN #: 8 PERIOD ENDING: 8/13/2013

Page I of 4

BREAK-DOWN FOR PAYMENT PROYECTO: INST. DE MODULARES Y MEJ. INTERIORES PISO-7 CTRO. GUB. ROBERTO SANCHEZ VILELLA - SAN JUAN PROYECTO #:

CONTRATISTA: AIREKO CONSTRUCTION, CORP. PO BOX 2128 SAN JUAN PR 00922-2128

Colores   Colo				TOTAL		PREVIOUS	-	THIS	THIS PERIOD	TOTAL	TOTAL TO DATE	UNUSED	%
MOBILIZATION   MOBI	ITEM DESCRIPTION	TINU YTO		UNIT PRICE	710	AMOUNT	8	2	ALCOUNT	200	1	BAI ANDE	COMPO
NUMBILATION   1   15   \$815.00   1.00   \$816.00   1.00   1.00   \$816.00   1.00   \$816.00   1.00   \$816.00   1.00   \$816.00   1.00   \$816.00   1.00   \$816.00   1.	I GENERAL CONDITIONS (01)				4				Amoone	2.55	AMOCINI		
PAYMENT & PERFEDENMACE BOND   1	1 MOBILIZATION	1 1.8	\$20,000.00	\$20,000,00	00:	\$20,000.00	100.0	00.00	\$0.00	1.00	\$20,000.00	\$0.00	1000
PAYMENT & PERFORMANCE EDND   1 LS   \$85,847.0   1.00   \$85,840.0   1.00		Ä.	\$815.00	\$815.00	1.00	\$815.00	100.0			1.00	\$815,00	\$0.00	1000
Campaignt   Lambaigne   Lamb		t .	\$9,564.00	\$9,564.00	1.00	\$9,564.00	100.0	İ		1.90	\$9,564,00	\$0.00	100,0
Denoiting part Taxes   1   LS   \$52,907.00   1,00   \$62,907.00   1,00	4 GENERAL LIABILITY	t LS.	\$4,443.00	\$4,443.00	.8	84,443.00	100.0			1.00	54,443,00	\$0.00	100.0
DEMOLITIONS         1         LS         \$15,000.00         1,00         \$185,000.00         1,00         \$15,000.00         \$10,00		1 [3	\$62,907.00	\$62,907.00	1.80	\$62,907.00	100.0	1		1.00	\$62,907,00	\$0.00	100.0
DEMORILLY TROM         1         LS         \$1,000,00         \$1,000,0		S) I	\$85,000.00	\$85,000.00	1,00	\$85,000.00	100.0	r		1.00.	\$85,000,00	\$0.00	100.0
AS-BUILT DRAWINGS         1         LS         \$500.00         \$500.00         100.0         \$500.00         100.0         \$500.00         \$0.00           MILLAWORK (66)         MACOD CABINET'S         40         LF         \$164,278.00         40.00         \$164,228.00         \$100.0         \$164,020.00         \$100.0           WOOD CABINET'S         40         LF         \$162.00         \$264,00.00         \$100.0         \$164,00.00         \$164,00.00         \$164,00.00         \$160.00         \$100.0         \$164,00.00         \$100.0         \$100.0         \$164,00.00         \$100.0         \$100.0         \$164,00.00         \$100.0         \$160.00         \$100.0         \$160.00         \$100.0         \$160.00         \$100.0         \$100.0         \$160.00         \$100.	7 DEMOBILIZATION	ST I	\$1,000.00	\$1,000.00	1,00	\$1,000.00	100.0	T		1.00	\$1,000.00	\$0.00	100.0
MILLWORK GRA   Sub Total   Signator   Sub Total   Signator   Sig		-	\$500.00	\$500.00	1.00	\$500.00	100.0			1,00	\$500.00	\$0.00	100.0
WOOD CABINETS         40         LF         \$162.00         \$86,480.00         40,001         \$8,480.00         100.00         \$8,480.00         \$86,480.00         \$86,480.00         \$86,480.00         \$86,480.00         \$86,480.00         \$86,480.00         \$86,480.00         \$86,480.00         \$86,480.00         \$86,480.00         \$86,480.00         \$86,480.00         \$86,480.00         \$86,480.00         \$86,480.00         \$100.00         \$86,00         \$100.00         \$100.00         \$86,00         \$16,100.00         \$		Sub Total		\$184,229.00		\$184,229.00			\$0.00		\$184,229.00	\$0.00	100.00
National Sub Total   Section of Statement		-	\$162.00	\$6,480.00	40.00	\$6,480.00	100,0			40.00	\$6,480.00	\$0.00	100.0
DOORISE & WINDOWS (18)         METAL DOOR & FRAMES         58         EA         \$800.00         \$34,800.00         68.00         \$14,800.00         100.0         76,100.00         76,100.00         \$16,100.00         \$16,000.00		Sub Total		\$6,480,00	Ī	\$5,480.00		-			\$6,480.00	\$0.00	100.00
METAL DOOR & FRAMES         58         EA         \$800.00         \$34,800.00         \$6.00         \$14,800.00         \$10,00													
WOOD DOORS         46         EA         \$350.00         \$16,100.00         \$16,100.00         100.0         46.00         \$16,100.00         \$0.00           FNISH HARDWARE         58         SET         \$325.00         \$18,850.00         \$100.0         \$100.0         \$100.0         \$18,000.00         \$100.0         \$100.0         \$18,000.00         \$100.0         \$100.0         \$18,000.00         \$100.0         \$100.0         \$18,000.00         \$100.0         \$100.0         \$18,000.00         \$100.0         \$100.0         \$18,000.00         \$100.0			\$800.00	\$34,800.00	58.00	\$34,800.00	100.0			58.00	\$34,800.00	\$0.00	100.0
FINISH HARDWARE         58         SET         \$325.00         \$18,850.00         \$80.00         \$18,850.00         \$10.00         \$18,850.00         \$10.00         \$10.00         \$18,850.00         \$10.00		-	\$350.00	\$16,100.00	48.00	\$16,100.00	100.0			46.00	\$16,100.00	\$0.00	100.0
INTERIOR GLASS & GLAZING 2 EA \$7,800.00 \$15,600.00 \$10.00 \$100.00 \$0.00	,	1	\$325.00	\$18,850.00	58.00	\$18,850.00	100.0			58.00	\$18,850.00	\$0.00	100.0
FINISHES (19)  GYPSUM BOARD WALLS & CEILINGS  Z7.161  S85.350.00  GRAMIC TILES FLOOR AND WALLS  1,083  SF.50  S4.50  S85.350.00  S85.350.00  S7.161.00  S7			\$7,800.00	\$15,600.00	2.00	\$15,600.00	100.0			2.00	\$15,600.00	\$0.00	100.0
GYPSUN BOARD WALLS & CELINGS 27.161 SF \$8.50 \$230,868.50 100.00 100.00 27,161.00 \$230,868.50 50.00		Sub Total		\$85,350,00		\$85,350.00		Ī			\$85,350.00	\$0.00	100.00
GYPSUM BOARD WALLS & CELLINGS 27.161 SF \$8.50 \$230.868.50 7.161.00 \$230.868.50 70.0 70.0 27.161.00 \$220.888.50 50.00 CERAMIC TILES FLOOR AND WALLS 1.083 SF \$4.50 \$4.673.50 1.083.00 \$4.873.50 100.0 100.0 100.0													
GERAMIC TILES FLOOR AND WALLS 1,083 SF \$4,50 1,083.00 \$4,873.50 1,083.00 \$4,873.50 50.00			\$8.50	\$230,868.50	27,161,00	\$230,868,50	100.0	-		27,161.00.	\$230,868.50	80.00	100.0
			\$4.50	\$4,873.50	1,083.00	\$4,873.50	100.0			1,083,00	\$4,873.50	\$0.00	100.0

Thursday, August 15, 2013

CERTIFICACIÓN #: 8
PERÍOD ENDING: 8/13/2013 CERTIFICACIÓN #:

Page 2 of 4

INST. DE MODULARES Y MEJ. INTERIORES PISO-7 CTRO. GUB. ROBERTO SANCHEZ VILELLA - SAN JUAN CONTRATISTA: AIREKO CONSTRUCTION, CORP. 1120X PROYECTO#: PROYECTO:

PO BOX 2128 SAN JUAN PR 00922-2128

BREAK DOWN FOR PAYMENT

		15		TOTAL	-	PREVIOUS		THY	THIS PERIOD	TOTAL	TOTAL TO DATE	UNUSED	%
1	DESCRIPTION	ATY UNIT	L UNIT PRICE	UNITPRICE	ענס	AMOUNT	38	710	AMOUNT	220	ARCHAIT	BALANCE	COMP
16 M/	MARBLE TILE	980 SF	310.65	\$7,029.00	650.00	\$7,029.00	100.0			00.000	\$7,029.00	\$0.00	100.0
17 AC	ACOUSTICAL CEILINGS	14.871 SF	\$3.50	\$52,048,50	14,871.00	\$52,048.50	100.0	Ī		14.871.00	\$52,048.50	\$0.00	100.0
18 RE	RESILIENT TILE FLOOR	3,258 SF	\$4.00	\$13,032.00	3,258.00	\$13,032.00	100.0	j	# 54 54	3,258.00	\$13,032.00	\$0.00	100.0
19	CARPET FLOORING	1,154 SY	\$23.00	326,542.00	1,154,00	\$28,542.00	100.0			1,154.00	\$26,542.00	\$0.00	100.0
20 PA	PAINTING	34,415 SF	\$0.80	\$27,532,00	34,415,00	\$27,532.00	100.0			34,415.00	\$27,532.00	\$0.00	1000
		Sub Total		\$361,925,50		\$381,925.50					\$361,925 50	50.05	100 00
A St	SPECIALTIES (10)											40.00	100.00
23 TC	TOILET PARTITIONS	ক্	\$1,081,00	35.405.00	5.00	\$5,405.00	100.0			5.00	\$5,405,60	\$0.00	100.0
22 B	BATHROOM ACCESSORIES	24 : EA	\$134.00	\$3,216,00	24.00	\$3,216.00	100.0			24.00	\$3,216.00	\$0.00	100.0
23 FI	FURNITURE EQUIPMENT	P3 . 66	\$3,716.00	5357,884.00	99.00	\$367,884.00	100.0			89.00	\$367 884 CO	9	- 6
8 113	(A) (B) (A) (B) (B) (B) (B) (B) (B) (B) (B) (B) (B	Sub Total		\$376,505,00		\$378,505,00	1	į	7	men annual in the	\$378 KD\$ 00	0000	000
N N	MECHANICAL WORKS (15)										000000000	30.00	100.00
24 M	MECHANICAL DEMOLITION	1 . 18	\$10,000.00	\$10,000,00	1.00	\$10,000.00	100.0			1.00	\$10,000.00	\$0.00	100.0
Z5 S.	SANITARY PIPE	260 LFT	\$25,00	35,500.00	260:00	\$6,500.00	100,0			280.00	\$6,500.00	80.00	100.0
28	COLD WATER AG	200 LFT	\$32.00	38,400.00	200.00	\$8,400,00	100.0			200.00	\$6,400.00	\$0.00	1000
27 P	PLUMBING FIXTURES	18 EA	\$1,000.00	\$18,000.00	18.00	\$18,000.00	100.0			18.00	\$18,000.00	80.00	100.0
28 5	SPRINKLER HEADS	77 ES	\$30.00	35,130.00	171.00	\$5,130.00	100.0			171,00	\$5,130,00	20,08	100.0
E 8	FIRE PROTECTION PIPING	1,950 LFT	\$18.00	335,100.00	1,950.00	\$35,100.00	1000			1,950,00	\$35,100.00	\$0.00	100.0
		Sub Total		\$81,130.00		\$81,130.00	1	T			\$84 130 00	\$ 0.00	90
VII	ELECTRICAL WORKS(16)										200	onrae	100.00
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ELECTRICAL PANELSIGEA)& DTT(1EA) FURNISH & INST.

WARING DEVICE FURNISH & INSTALLATION

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\$144,535.50

Sub Total

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ASBESTOS REMOVAL ALLOWANCE

THE REPAIR ALLOWANCE

42 43

ALLOWANCES(17)

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Sub Total

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COMP. 1000

8/13/2013 ଠା PERIOD ENDING: CERTIFICACIÓN #:

BREAK-DOWN FOR PAYMENT

BALANCE Page 3 of 4 \$12,000.00 \$10,500.00 \$5,000.00 \$4,000.50 \$38,000.00 \$10,575,00 \$7,000.00 53,500.00 AMOUNT TOTAL TO DATE 2,100.00 18,000.00 7,600.00 14,100.00 4,000,00 1,400.00 770 7.00 1.00 AMOUNT THIS PERIOD קנס INST: DE MODULARES Y MEJ, INTERIORES PISO-7 CTRO, GUB. ROBERTO SANCHEZ VILELLA - SAN JUAN 1000 1000 100.0 0000 100.0 000 100.0 100,0 26 \$38,000,00 \$10,500.00 \$12,000.00 \$7,000.00 \$3,500.00 \$4,000.50 \$10,575.00 \$5,000.00 PREVIOUS 7,800.00 2,100.00 \$12,000.00 16,000.00 1,400.00 4,000.00 1.00 14,100.00 \$10,500.00 \$10,575.00 \$7,000.00 \$4,000.50 \$38,000.00 \$5,000.00 \$3,500.00 UNIT PRICE TOTAL \$5.00 \$5.00 \$0.75 \$0.75 \$1.25 \$4,000.50 \$5.00 \$500.00 UNIT PRICE £¥5 4 4 12 щ 23 5 4 5 16,000 2,100 14,100 7,600 4,000 PDP' ۶ CONTRATISTA: AIREKO CONSTRUCTION, CORP. ACCESS CONTROL CCTV CONDUIT ROUGH-IN 00922-2128 COMMUNICATION CONDUIT ROUGH-IN ELECTRICAL ROOM FEEDERS WIRING FIRE ALARM CONDUIT ROUGH-IN LIGHTING DISTRIBUTION WARING SAN JUAN PR FIRE ALARM SYSTEM WIRING PO BOX 2128 BRANCH POWER WIRING DESCRIPTION 1120X PROYECTO #: PROYECTO: ITEM 33 33 8 35 98 37 ਨੱ

Phurday, August 15, 2013

BREAK-DOWN FOR PAYMENT PROYECTO: INST. DE MODULARES Y MEJ. INTERIORES PISO-7 CTRO, GUB, ROBERTO SANCHEZ VILELLA - SAN JUAN

CONTRATISTA: AIREKO CONSTRUCTION, CORP. PO BOX 2128 SAN JUAN PR 00922-2128

PROYECTO#: 1120X

CERTIFICACIÓN#: B PERIOD ENDING: 81/3/2013

Page 4 of 4

ITEM DESCRIPTION	, Y10	OTY UNIT UNIT PRICE	TOTAL UNIT PRICE	710	PREMOUS	8	THIS	THIS PERIOD	TOTA	TOTAL TO DATE	UNUSED	% and
		TOTAL GENERAL:	\$1,258,155.00	1	\$1,258,156.00		j	\$0.00	,	\$1,258,155.00	\$0.00	\$0.00 100.00 %
SUBMITTED BY:	RECOMMENDED BY:	NDED BY:		RECOM	RECOMMENDED BY:			APPR	APPROVED BY:	21	ø	
Ing. Kenneth M. Baéz Alers Contratista	Ing. William Melende: Inspección Contratad	Melèndez Contratada	And the second s	Arq. An Supervi	Arq. Antonio Garate Supervisión Contratada		or the same of the	*.1	ORIDAD D Jick Figuer rea de De	AUTORIDAD DE EDIFICIOS PÚBLICOS Ing. Nick Figueroa Carattini Dir. Área de Desarrollo de Proyectos	ÚBLICOS	1

## Case:17-03283-LTS Doc#:23627 Filed:02/24/23 Entered:02/24/23 18:59:22 Desc: Main CERTIFICATE OF THE CONTRACTION OF THE DOC ALABORIZED REPRESENTATIVE

According to the best of my knowledge and belief. I certify that all the items and amounts shown on the face of this periodical estimate are correct, that all work has been performed and/or material supplied in full accordance with the terms and conditions of the contract between the Puerto Rico Building Authority and AIREKO CONSTRUCTION, CORP.

dated 12/21/2011 and/or duly authorized desviations, substitutions, alterations, and/or additions, that the following is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate, and that no part of the "Balance due this payment" has been received.

1.	CURRENT ADJUSTED CONTRACT AMOUNT	\$1,317,767.95
2.	Value of original contract work performed to date (Reverse Column 5) ,	\$1,258,155.00
3.	Pluss: Authorized additions (Charge Order Schedule Column 5 Form PBA 1508) \$65,830.95	ATTENDED TO
4;	Minus: Authorized deductions (Charge Order Schedule Column 8 Form PBA 1508) \$6,218.00	\$59,612.95
5.	TOTAL VALUE OF WORK PERFORMED TO DATE	\$1,317,767.95
6.	Lass: Amount retained percent	\$0.00
7,	Net amount earned on work performed to date	\$1,317,767.95
8.	Less: Amount of previous estimate (No. 1 to) (Line 7 Last Partial Payment)	\$1,250,408.09
9_	NET AMOUNT DUE ON WORK PERFORMED AT THIS PERIOD	\$67,359.86
10.	90% to be paid for value of material suitable stored at the close of this period \$21,215.8	3
11.	Less: Amount paid for materials sultable stored at the close of last period	3
12,	Amount to be (paid) (deducted) according to difference between line 10, 11 of this Certificate	\$0.00
13.	BALANCE DUE THIS PAYMENT	\$67,359.86

I FURTHER CERTIFY that all lawful bills against the undersigned for labor, material, and equipment employed in the performance of this contract have been paid in full in accordance with the terms and conditions of said contract.

	3.90	ву		
(Contractor)	(Date)	(Tille)		

#### CERTIFICATE OF THE OWNER

WE CERTIFY THAT WE have checked and verified this Periodical Estimate No. 8 for the period ended 13-Aug-13 that to the best of our Knowledge and belief is a true statement of the value of work performed and/or material supplied by the Contractor, and that all work and/or material included in this estimate has been inspected by us or by our duly authorized assistants and that such work has been performed or supplied in full accordance with the plans and specifications, the terms and conditions of the construction contract, and/or duly authorized deviations, substitutions, alterations, and/or additions, all of which have been duly approved by the Puerto Rico Public Buildings Authority and that, therefore, approved the "Balance due this payment of \$67,359.86"

	Checked By				
Field Inspector or Resident Eng.	Supervisor or Chief of Division				
	<del></del>				
APPROVED FOR PAYMENT:					

Chief Contract Managerment Division	Director	Executive Director			
1. Value of executed work this period of original contract. 2. Value of executed work this period of change orders additions 3. Value of rovised work this period of change orders deductions	\$ \$ \$	WE CERTIFY THAT WE have checked and examined this Periodical Estimate and have found the same to be in accordance with the financial terms and conditions of the corresponding contract.			
4. Value of executed work this period (total) 5. Less 10% or difference of 10% this P.E.* and last P.L.* 6 Balance 7. Not (Increase) (decrease) of materials on site 8. Total to be paid	\$ 5 S	Approved for payment in the amount of \$  Less overtime hours worked by P.B.A. inspectors \$  Less liquidated damages for not completing on time \$  NET AMOUNT TO BE PAID \$			
9. Liquidated Damages		4			
FromUntil		Audited by			
Previously deducted		W			
Net Reimbursement or		For the Comptroller	******		

" Periodical Estimate

Intereses sobre
Certificaciones
(Factura #AI-26-08056)
(Factura #AI-26-12020)
(Factura #AI-27-04027)

ARECO Aireko Construction, LLC

PO Box 2128

San Juan, PR 00922-2128

Phone: 787-653-6300

Fax: 787-653-0124

/8/-653-0124

Invoice Number: Invoice Date:

Terms: Payment:

INVOICE

**AI-26-08056** 09/16/15

Net 30 days Bill from office

Bill to:

Autoridad Edificios Públicos

San Juan PR

Job:

201267-170

Attn:

Ing. Gerardo Crespo

Contract No.: C-0031 (11-12)

Project:

1120X

Job: Instalación de Modulares y Mejoras Interiores Piso 7 Minillas

Description	Qty	Unit	Tax	Price	Total
	1	Each	none	10,353.61	10,353.61

Intereses devengados hasta 08/31/2015 por facturas vencidas

Subtotal:

\$10,353.61

\$0.00

Tax:

% \_\_\_\_\_

Total:

\$10,353.61

Thank you for choosing AIREKO

Delivered:

Received:

Yadinell Vázquez Figueroa Cristina Вопі Alvarez

Preparado por: Revisado por:

Date:

# Computo de Intereses sobre Certificaciones Hasta el 31 de agosto de 2015 JOB: AFD Diso 7

JOB: AEP Piso 7	Contract No. C00031 (2011-2012)

Periodo   Fecha de Embega   Fecha Entres   Fecha Entres   Fecha Entres   14.08-13   10   31-Aug-15   29,429.3   26,486.38   13.589-13	ge Fechi Entreda									
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07,535,60 07,539,80 27-Sep-13		11-Nov-13				67.359.86	658	11.23	7387.13	10.253.63
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Aireko Construction, LLC

PO Box 2128

San Juan, PR 00922-2128

Phone: 787-653-6300

Fax: 787-653-0124

Invoice Number: Invoice Date:

Terms: Payment: INVOICE

AI-26-12020 12/21/15

Net 30 days Bill from office

Bill to:

Autoridad Edificios Públicos

San Juan PR

Job:

201267-170

Attn:

Ing. Gerardo Crespo

Contract No.: C-0031 (11-12)

Project:

1120X

Job: Instalación de Modulares y Meioras Interiores Piso 7 Minillas

Description	Qty	Unit	Тах	Price	Total
Intereses devengados desde 09/01/2015 hasta 12/31/2015 por	1	Each	none	1,908.20	1,908.20

Subtotal:

\$1,908.20

Tax:

\$0.00

Total:

\$1,908.20

Thank you for choosing AIREKO

Delivered:

Received:

6.00%

# Computo de Intereses sobre Gertificaciones Hasta el 31 deDICIEMBRE de 2015 JOB: AEP Plso 7 Contract No. C00031 (2011-2012)

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	\$ 12,261.81
Factura Al-26-08056 Factura Al-26-12020	10,353.61 1,908.20 12,261.81
Date:	21-Dec-15
Preparado por:	Yadinell Vázquez Figueros
Revisado por:	Cristing Borri Alvarez

IREKO	

PO Box 2128 San Juan PF	00922-2128	(787) 653-6300	Fax (787)	653-0121/0122/0123
119 Tuque Ind. Park Po			4-4001 Fa	ix (787)793-3555

# LETTER OF TRANSMITTAL

DATE		JOB NO.	SUBMITTAL NO.	-
DATE	5/6/2016			-
			PO NO.	=
JOB NA		MINILLAS PISO	OS 3&9, 7, 17	
TO:	AUTORIDAD DE	EDIFICIOS PUB	BLICOS	
ATTN:	GERARDO CRES	PO		
		,		
WE ARE	SENDING YOU	Attached	Under separate cover viathe following items	
	Drawings	Prints	Samples	
	Copy of Letter	Change Order	Other Specifications	
COPIES	DATE	NUMBER	DESCRIPTION	
1	04-26-16		FACTURA INTERESES - AI-27-04028 - PISOS 3&9.	
1	04-27-16		FACTURA INTERESES - AI-27-04027 - PISO 7.	
1	04-27-16		FACTURA INTERESES - AI-27-04029 - PISO 17.	
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	E TRNSMITTED as ch		REMARKS:	
For App				
For you				
As requ				
	ed as submitted			
Approve				
	ed for corrections			
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For bids				
	eturned after loan to us			
SENDER:	•	EDGARDO ALBINO	DATE: 6-MAYO-16	1000
*	•	Sabardan	Non R' DATE: U MUYO JULO	.7
RECEIVE	ED BY:	TIME!	Dona R' DATE: U mayo sur	-

Aireko Construction, LLC

PO Box 2128 San Juan, PR 00922-2128 Phone: 787-653-6300

Fax: 787-653-0124

Invoice Number: Invoice Date:

> Terms: Payment:

INVOICE

AI-27-04027 04/27/16 Net 30 days Bill from office

Bill to:

Autoridad Edificios Públicos

San Juan PR

Job:

201267-170

Attn:

Ing. Gerardo Crespo

Contract No.: C-0031 (11-12)

Project:

1120X

Job: Instalación de Modulares y Mejoras Interiores Piso 7 Minillas

**Total** Unit Tax Price Description Qty 1,892.57 1,892.57 1 Each none Intereses devengados desde 12/31/2015 hasta 04/30/2015 por facturas vencidas

Subtotal:

\$1,892.57

Tax:

0%

\$0.00

Total:

\$1,892.57

Thank you for choosing AIREKO

Delivered:

Received:

8.00%

Computo de Intereses sobre Certificaciones Hasta el 30 de Abril de 2016 JOB: AEP PIso 7

Work Periodo Performed 13 to 31-Aug-13 28,429.31								The second second					
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	1		Fecha de Entrega	Fecha Entreda	- 46	Pacro	No. Chegus	Cobrada	Page No. Chague Cobrade No Cobrado	*	por dia	nor dia a la farha	-
3. to 31-Aug-13	-	3	13-Sep-13	1000					26,486,38	815	4.41	4.039.17	+
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Factura Al-28-08056 Fectura Al-26-12020	10,353,61 1,908.20 1,892,57
Date:	27-Apr-18
Preparado por:	Yadineli Vázquez Figueroa
Revisado por:	

1,317,767.95

Total Net Invoiced Retainage Balance Balance To Finish

1,317,767.95

# PO Box 2128 San Juan PR 00922-2128

26-Apr-16

Date

# AUTORIDAD DE EDIFICIOS PUBLICOS STATEMENT OF ACCOUNT April 26, 2016

	INSTAL	INSTALACION DE MODULARES	ULARES Y M	EJ. INTERIORE	Y MEJ. INTERIORES (P-7) CTRO. GUB. ROBERTO SANCHEZ VILELLA (MINILLAS) - SAN JUAN PISO 7 PROJECT# 1120X CONTRACT NO. CAMPAGA 420	ROBERTO SANC	HEZ VILELLA (MII	VILLAS) - SAN JUA	Z	
	# Invoice	# Cert	Period	Invoice	Net	Current	30	45	09	Over 90
201267-170 PISO 7 PROJECT# 1120X	Work Performed Invoices AI-24-08024 AI-24-08025 Ret.	Cert. 07 Cert.08	Aug-13 Aug-13	13-Sep-13 \$ 27-Sep-13 \$	1					26,486.38
	Final Total				4 PC SPO CO					#25 <b>#</b> 11 ( <b>#</b> 2
Contract Amount Change order Adjusted Contract Amount	• 4	\$ 1,258,155.00 \$ 59,612.95 \$ 1,317,767,95	a sales	•	\$ 47'040'55		w	es	· .	\$ 93,846.24

# Government of Puerto Rico PUBLIC BUILDINGS AUTHORITY San Juan, Puerto Rico

2012-C00035

# **AGREEMENT** C00035 (2011-2012)

## APPEAR

AS PARTY OF THE FIRST PART: The Public Buildings Authority, ID. No. 660-43-3801, under the authority vested in him by Law No. 56 of June 19, 1958, as amended, hereinafter referred to as "THE PBA"; represented by the Executive Sub Director, Arch. Astrid Díaz Vega, of legal age, single and resident of San Juan, Puerto Rico.

AS PARTY OF THE SECOND PART: AIREKO CONSTRUCTION CORP., IRS No. 660-28-6068, a corporation organized and existing under the laws of the Commonwealth of Puerto Rico, with principal offices at Caguas, Puerto Rico, herein represented by its Vice President of Operations, Edgardo Albino, of legal age, married and resident of Caguas, Puerto Rico, hereinafter referred to as "THE CONTRACTOR".

### WITNESSETH

WHEREAS: Both parties are authorized to execute this Agreement and will attest accordingly when and wherever necessary.

WHEREAS: THE PBA has the responsibility to administrate and maintain the buildings, facilities and utilities under its ownership.

WHEREAS: THE PBA is committed to the Installation of Modular Office System & Interior Improvements to the Seventeenth (17<sup>th</sup>) Floor on the North Building, Phase I, at Roberto Sánchez Vilella Government Office Center ("Minillas"), San Juan, Puerto Rico.

WHEREAS: THE CONTRACTOR has the expertise and resources to accomplish the project.

Now, therefore, THE PBA and THE CONTRACTOR enter into this Agreement under the following:

### TERMS AND CONDITIONS

ARTICLE 1 - Statement of Work: THE CONTRACTOR shall furnish all labor, equipment, material and services or otherwise, as indicated in the Bidding Documents for the execution of PBA Project No. AEP-1120M at San Juan, Puerto Rico. All work will be in strict





Case:17-03283-LTS Doc#:23627 Filed:02/24/23 Entered:02/24/23 18:59:22 Desc: Mai Document Page 153 of 236

2

accordance with the Contract Documents, all of which are made part here of and listed in Article 7 of this Contract.

ARTICLE 2 – The Contract Amount: For the performance of the work described in Article 1 of this Contract THE PBA shall pay THE CONTRACTOR and for the term of the Contract the maximum amount of One Million One Hundred Thirty Thousand Eighty Hundred Fifty Six Dollars (\$1,130,856.00), from Account No. 16000-0000-1120M-00-000-1000-0000.

ARTICLE 3 - Change orders: Change orders under this Contract will be authorized and executed according to the provisions of the General Conditions set forth in the Bidding Documents.

ARTICLE 4 <u>- Time for Completion</u>: THE CONTRACTOR will start working under this Contract on the date to be specified in the written order to proceed by THE PBA and will complete all work there under within **forty five (45)** consecutive calendar days computed from the date stated in the order to proceed.

ARTICLE 5 – Liquidated Damages: THE CONTRACTOR and his surety shall be liable for and shall pay to THE PBA the amount of One Thousand dollars (\$1,000.00), as fixed liquidated damages for each calendar day the completion of this project is delayed, and such delay is attributable and within the control of THE CONTRACTOR, until the work is completed to the satisfaction of THE PBA, according to the Contract.

ARTICLE 6- Hold Harmless Agreement: THE CONTRACTOR and its insurer will hold harmless and released THE PBA from and against any and all claims, demands and/ or suits, whether judicial or extrajudicial for any cause whatsoever, arising out of, or related to, the execution of this contract, and THE CONTRACTOR and its insurer will defend THE PBA from such claim, demands and or suits and will bear all the expenses for such defense.

## ARTICLE 7 - Contract Documents:

- (a) THE CONTRACTOR will deliver to the PBA within five (5), days of the signing of the contract all documents, including the following:
  - a. Performance Bond 100%
  - b. Payment Bond 100%
  - c. Workmen's Compensation Insurance Statutory
  - d. Employer's Liability
  - Comprehensive General and Automobile Liability Insurance including Owner's protective Liability
  - f. Hold Harmless Clause
  - g. Builder's Risk





- h. Installation Floater
- (b) THE CONTRACTOR holds PBA harmless of any claim arising out of the performance of the work agreed on this contract and during the before mentioned period of five (5) days in which THE CONTRACTOR will furnish the documents to PBA enumerated above from "a" to "h".
  - (c) In addition to This Agreement the following documents form part of the Contract:
  - Contractor's Proposal dated December 13, 2011 and Letter of Award dated January 11, 2012
  - 2. Addendum Number: 1. Date November 29, 2011
    - 2. Date December 5, 2011
    - 3. Date December 7, 2011
  - 3. Instructions to Bidders
  - 4. Uniform General Conditions for Public Works Contracts
  - 5. Supplementary General Conditions (PBA May 13, 2011)
  - 6. Special Conditions
  - 7. Supplementary Special Conditions
  - 8. Project Identification Sign (Site Sign)
  - 9. Office Furniture Specifications
  - 10. Technical Specifications & Drawings

All documents enumerated in this Article form part of the Contract. In the event that any provision in any of the clauses, terms or conditions or articles of this Contract conflicts with any provisions of the other documents enumerated in Article 7, it is understood that the provisions in the documents set forth on Article 7 will govern, except as otherwise specifically stated in the contract drawings and the technical specifications, which shall be approved by THE PBA in writing.

# ARTICLE 8 - Required Certifications:

THE CONTRACTOR hereby certifies that at the execution of this Agreement, it has filed income tax returns in the Commonwealth of Puerto Rico during the past five (5) years.

THE CONTRACTOR also certifies that it does not have any outstanding debts with the Commonwealth of Puerto Rico to include income taxes, real or chattel property taxes, unemployment insurance premiums, worker's compensation payment and Driver's Social Security, or in case it has debts related to one (or more) of the aforementioned premiums, has an installment plan (s) which is (are) being complied with.





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THE CONTRACTOR also certifies that either it has no alimony obligation, or has alimony obligation with which is fully complying.

It is expressly acknowledged that these are essential conditions of this Agreement as required by law and by Executive Orders. If any of these certifications are incorrect, THE PBA shall have cause for the immediate termination of the Agreement, and THE CONTRACTOR will have to reimburse any amount of money received under this Agreement. Prior to the execution of this Agreement, THE CONTRACTOR will present to THE PBA the corresponding certifications issued by the Department of the Treasury, the Department of Labor and Human Resources, and the Municipal Revenues Collection Center, (CRIM by its Spanish acronym).

ARTICLE 9 – <u>Definition Tax Debt</u>: For purposes of this Agreement, tax debt shall mean any debt that THE CONTRACTOR or other parties which THE PBA authorizes THE CONTRACTOR to subcontract may have with the Commonwealth of Puerto Rico for income taxes, excise taxes, real or chattel property taxes, including any special taxes levied, license right, tax withholdings for payment of salaries, taxes on the payment of interest dividends, and income to individuals, corporations and nonresident partnerships, for payment of interests, dividends and other earnings shares to residents, unemployment insurance premiums, workers compensation payments, and Driver's Social Security.

ARTICLE 10 – Tax Documents: If THE CONTRACTOR does not deliver to the PBA the corresponding documents from the Department of the Treasury (Income Tax), Department of Labor and Human Resources (Unemployment Insurance Temporary Disability, and/or Social Security for drivers), and/or the Municipal Revenues Collection Center ("CRIM") (tax on real property and/or chattels) within the next sixty (60) calendar days from the execution of the present contract, then this Agreement shall be terminated without any further need of any kind of notice, and without the right to receive any payment that may be due. The payment that may be due shall be transferred to the corresponding governmental instrumentality, so that it may make the appropriate credit. If THE CONTRACTOR has any debt with the Department of the Treasury (Income Tax), Department of Labor and Human Resources (Unemployment Insurance, Temporary Disability and/or Social Security for Drivers), and/or Municipal Revenues Collection Center ("CRIM") tax on real property and/or chattels), it hereby authorize the Authority to retain any amount due, and the same shall be transferred to the corresponding governmental





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instrumentality, so that it may make the appropriate credit, unless THE CONTRACTOR accepted a payment plan and submitted authentic evidence to that effect.

ARTICLE 11 - Withholdings Prescribed by Law: THE CONTRACTOR is an independent contractor. THE PBA is under no obligation to make withholdings in relation to THE CONTRACTOR'S employees. THE CONTRACTOR is responsible for complying with the Social Security Laws, Workmen's Compensation Insurance and all other applicable laws or regulations.

ARTICLE 12 – <u>Tax Retention</u>: THE PBA by means of Circular Letter 02-09 of June 28, 2002, has the obligation to withhold seven percent (7%) of payments to THE CONTRACTOR for income tax purposes. THE CONTRACTOR has a document of the Total Release of the Original Retention upon Payments for Services Rendered by Corporations, issued by Puerto Rico Department of Treasury, whereof the retention shall be according to those rules. THE PBA will notify the Puerto Rico Department of Treasury the amount of money paid to THE CONTRACTOR by virtue of this Agreement.

ARTICLE 13 - Confidentiality Agreement: THE CONTRACTOR acknowledges the confidential nature of all internal, non-public, financial, business and information systems relating to THE PBA and to the Commonwealth of Puerto Rico, its agencies, corporations, municipalities, now or hereafter provided to THE CONTRACTOR. THE CONTRACTOR agrees to keep the confidentiality of all the information obtained in connection with the services being rendered hereunder, as long as this information is not previously known to THE CONTRACTOR, is not within the public domain, or is not furnished to THE CONTRACTOR by a third party who is under no obligation to keep it confidential. THE CONTRACTOR will keep the confidentiality of all documents, materials, data, and information that THE PBA furnishes to THE CONTRACTOR and will not reveal it, make it public or disclose any of it without the previous written consent of THE PBA. THE CONTRACTOR may reveal such materials to those officers and employees of THE CONTRACTOR who need to know such information to fulfill the purpose of this Agreement, provided that such persons will be advised of the confidential nature of it. THE CONTRACTOR will instruct them and they will agree to treat such information confidentially. The subsequent use by these employees of their general knowledge, skills and experience, does not constitute a breach of this Agreement. The terms of





this Article does not limit THE CONTRACTOR from providing similar products or services to other customers.

ARTICLE 14 – All information, working papers, reports and documents related to the work being contracted hereunder, are the exclusive property of THE PBA; excluding THE CONTRACTOR'S previous information, methodologies, tools, reports, report formats, copyrights, patents or trademarks preexisting the project.

ARTICLE 15 - <u>Subcontracting</u>: THE CONTRACTOR will not subcontract the services requested hereby, nor can it subcontract experts or other persons to perform any of the activities and tasks or deliverables detailed in the project, without the previous written approval of THE PBA.

ARTICLE 16 – Rescission: THE PBA may rescind this Agreement to its convenience giving written notice to THE CONTRACTOR thirty (30) days in advance. THE PBA may also rescind this Agreement at any moment that THE CONTRACTOR violates any of its contractual obligations. THE CONTRACTOR will be responsible for any damages that this violation may cause.

ARTICLE 17 - THE CONTRACTOR is an independent contractor and as such neither its employees nor its subcontractors are agents, employees or representatives of THE PBA.

ARTICLE 18 - Both parties agree not to discriminate for reasons of race, color, sex, origin or social condition, age, political or religious belief, handicap, or any other reason during the performance of this Agreement.

ARTICLE 19 - Claims against the Commonwealth of Puerto Rico: THE CONTRACTOR will be responsible for any claim against the Commonwealth of Puerto Rico, which may arise from THE CONTRACTOR'S negligence and in any such claim THE CONTRACTOR will satisfy any judgment or administrative determination against THE PBA. THE PBA will provide a copy of the claim to THE CONTRACTOR and agrees to cooperate.

ARTICLE 20 - THE CONTRACTOR will not transfer the rights under this Agreement, without the prior written consent of THE PBA.

ARTICLE 21 - <u>Ultra Vires Clause</u>: In accordance with the laws and regulations that govern the covenant of services, the parties agree herein that no services will be rendered until all parties duly sign this Agreement. Services rendered in violation of this clause will not be



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paid, since any person that request and accepts the services from the other party in violation of this condition will be doing so without legal authority.

ARTICLE 22 - <u>Prior Agreements</u>: This Agreement replaces any prior agreement and prevails over any related agreement or document, including the corresponding addendums.

ARTICLE 23 – Amendments: It is understood that this Agreement, including the corresponding addendums, is the sole agreement between the parties herein with regard to the services covered hereby and may not be changed orally, but may be amended in writing, by mutual agreement of the parties.

ARTICLE 24 – Laws Governing this Agreement: This Agreement will be interpreted according to the laws of the Commonwealth of Puerto Rico. Should any clause of this Agreement be declared null or void, the remaining portions of this Agreement shall continue to be binding on the parties as written. If a conflict exists between the laws, which apply to the interpretation of this Agreement, in the absence of clear preemption by Federal Laws, the Laws of Puerto Rico will prevail.

ARTICLE 25 - <u>Dispute Settlement:</u> In addition to what is stated in the general conditions for the Settlement of Disputes and Arbitration, Arbitration proceedings will be conducted in accordance with the law and jurisprudence of Puerto Rico.

ARTICLE 26 – THE CONTRACTOR declares that no employee or officer of the Authority has a pecuniary interest (direct or indirect) on the provision of this Agreement in accordance with Law 12 of July 24, 1985, as amended, known as the Ethics in Government Act. Similarly, the official representative of the Authority in this act shall not have any pecuniary interest in it's the realization. THE CONTRACTOR agrees that it meets the ethical standards of their profession and takes responsibility for their actions.

ARTICLE 27 —THE CONTRATOR expressly holds harmless and released PBA from any and all responsibility for actions taken by its employees or officers, and of any claim or suit that may arise directly or indirectly for the services to be performed under this contract. This waiver shall be construed in the most favorable way to the PBA, including the release from payment of any award and litigation costs, interest and fees.

ARTICLE 28 - THE CONTRATOR certifies that none of its directors, partners or employees is or has been employed by the PBA during the past two (2) years prior to the signing of this contract. No executive agency shall execute contracts with or for the benefit of persons

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who have been public officers or employees of said executive agency until after two (2) years have elapsed from the time said person has ceased working as such. The Governor may issue an exemption regarding the applicability of this provision for the benefit of the public service. This prohibition shall not apply to contracts for services rendered *ad honorem*.

ARTICLE 29 – THE CONTRACTOR certifies that it has not been convicted of felonies against the public integrity, as defined in the Penal Code, or misappropriation of public funds and has not been convicted of this offense in the courts of the Commonwealth of Puerto Rico, in the federal courts or courts of any jurisdiction of the United States of America. If found guilty of the above, the contract for professional services or advisory shall be rescinded. The contractor has the duty to continuously inform on this matter, during all procurement and implementation stages of the contract.

ARTICLE 30 – THE CONTRATOR recognizes that in the discharge of their profession has a duty of complete loyalty to the PBA, which includes not having any conflicting interest to the PBA. Conflicting interests is to be defined and includes the representation of clients who have, or may have, opposing interests with the PBA. It also includes the continuing obligation to disclose to the PBA in all circumstances, any conflict of interest that may improperly influence the PBA during the award or term of this contract.

Furthermore, THE CONTRATOR agrees that conflict of interests is when actions or behavior does not conform to the ethical standards of their profession, or the laws and regulations of the Commonwealth of Puerto Rico. In contracts with companies, corporations or professional firms, it constitutes a violation of this prohibition any action performed by its directors, partners or employees.

In any event PBA understands that there are circumstances in which THE CONTRATOR has incurred in actions that have resulted in a conflict of interest; PBA will notify THE CONTRATOR in writing of its findings and its intention to rescind the contract within thirty (30) days. Within this term, THE CONTRATOR may request a meeting with the PBA to present their arguments in such determination of conflict, which will be granted in all cases. Failure to request such a meeting at the above-mentioned period or if the dispute is not solved satisfactorily during the meeting granted, the contract is understood to be rescinded at the end of the thirty (30) day period.



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ARTICLE 31 - The Contractor accepts being knowledgeable of the rules of ethics of his profession and assumes responsibility for his own actions.

ARTICLE 32 - Any service or assistance that the Contractor requires for P.B.A. during after business hours where union members employees are needed, will be recognized as a construction cost by the Contractor and payable to PBA through a deductive change order.

ARTICLE 33 - Parties agree THE CONTRACTOR may not alter the procedures or decisions that substantially affect the administrative policy established by the Authority without the prior written consent of the PBA.

ARTICLE 34 - No benefit or compensation under this contract may be required until it is filed for record in the Office of the Comptroller pursuant to the provisions of Law No. 18 of October 30, 1975, as amended. (Law No. 127 of May 31, 2004).

IN WITNESS WHEREOF, the parties understand this Agreement and have caused this Agreement to be executed by their duly authorized representatives as of this 13 of January in the year two thousand twelve (2012).

PUBLIC BUILDINGS AUTHORITY

Arch. Astrid Díaz Vega **Executive Sub Director**  AIREKO CONSTRUCTION CORP.

Edgardo Albino

Vice President of Operations

APROBADO EN CUANTO A REDACTION JEGAL

# COMMONWEALTH OF PUERTO RICO PUBLIC BUILDINGS AUTHORITY PROJECTS DEVELOPMENT AREA

# FINAL ACCEPTANCE

CONTRACTOR: AIREKO CONSTRUCTION CORP.	
CONTRACT NUMBER: C00035 (2011-2012) PBA I	No. <u>1120M</u>
PROJECT: Improvements to the 17th Floor	<u>-</u>
LOCATION: North Building at Roberto Sanchez Vilella	Government Office Center
The work performed under this contract has been reviewed	and found to be totally completed.
The date of Final Acceptance is determined as: May 30, 2	014
REMARKS: Substantial Completion date, April 20, 20 Construction and Use of Permit by AEP	<del></del>
ATTACHMENTS: Substantial Completion 17th Floor,	Punch list floor 17th, completed.
76	
CONTRACTOR:  Edgardo Albiho/ Kenneth M. Baez, Kircko Construction Co	DATE: J. 30.14
PROJECT INSPECTOR ACCOUNTS AFP	DATE: 20/MAY9/14
A/E: Arch. Antonio Garate, AD&V	DATE:
PROJECT COORDINATOR: Ing. Tosé Ghroda / Ing. Geratio Cres	DATE: 30/Naxo /2014  DATE: 30 MAYO 2014
DIRECTOR PROJECTS DEVELOPMENT AREA:	DATE: 66/18/14
- CONTRACTOR OF THE PARTY OF TH	
Ing. Jose R. Alayon Del Valle	

# Certificación #5 (Factura #AI-24-080022)



PO Box 2128 San Juan PR 00922-2128 (787)653-6300 Fax(787) 653-0121/0122/0123/0124 119 Tuque Ind. Park Ponce PR 00731-7600 787)844-4001 Fax (787)793-3555

# LETTER OF TRANSMITTAL

DATE	9/18/20:	13 JOB NO	O. AEP 1120M SUBMITTAL NO.	
JOB NA	AME	INST. DE MODI	JLARES Y MEJ. INTERIORES P-17 MINILLAS	
TO:	AUTORIDAD DE EDI		The state of the s	
			www.	
ATTN:	ING. GERARDO CRES	SP0		
WE ARE	SENDING YOU			
	Drawings	_ Attached   Prints	Under separate cover viathe following items	
	Copy of Letter	Change Order	Other Specifications	
COPIES	DATE	NUMBER	DESCRIPTION	
4	1@31/AGOSTO/13		CERTIFICACION NO. 5 - \$29,529.06 (AI-24-08022)	
			Breakdown for Payment.	
			•SCHEDULE OF CHANGE ORDERS	
			Certificacion Poliza Fondo.	
			Certificate of Liability Insurance.	
			Certified Payroll	
			Fotos Progreso	
	Account		•CD	
				-
HESE ARE	TRNSMITTED as checked below	l:	Annual Control of the	
☑ For App	roval		REMARKS:	
For your	r use		IF ANY OF THE ABOVE LISTED SPECIFICATIONS, DRAWINGS AND / OF	R
Д∧ѕ гедис			DOCUMENT ARE INCOMPLETE OR MISSING, PLEASE NOTIFY US	
Disappro			IMMEDIATELY. A COMPLETE SET OF ALL SPECIFICATIONS	
	d as submitted		DRAWINGS, ADDENDUMS AND DOCUMENTS PERTAINING TO THIS	
Approve			BID IS AVAILABLE FOR YOUR REVIEW AT OUR CAGUAS OFFICE.	
	d for corrections			
	nd Resubmit			-
_	copies for distribution			
_	corrected prints			
For bids		The state of the s	7	
_	burned after loan to us	2		
ENDER:		KENNETH BAEL - P	ROJECT MANAGER DATE: 18-Sep-13	
ECEIVE	Na r	Alle	DATE: 19/500/	3



P O Box 2128 San Juan, PR. 00922-2128 Tel (787) 653-6300

DATE: 08/15/2013		INVOICE No. AJ-24-0802
PROJECT: 17TH FL REMODELING NORTH TOWER M	CERTIFICATE FOR PAYMENT INILLAS CMPX	CERT No: 5
PROJECT #: 201270-170		PERIOD END:08/31/2013
I. CONTRACT AMOUNT		1 120 004 00
2. APPROVED CHANGE ORDERS		1,130,856,00
3. TOTAL CONTRACT AND APPROVED CHANGE ORDERS		33,02 <i>5</i> 67
4. TOTAL VALUE OF WORK PERFORMED TO DATE	TOTAL VIOLENCE VIOLENCE CONTRACTOR OF THE SECOND CONTRACTOR OF THE SECO	
5. LESS: 10% RETAINAGE		1,155,598.15
6. NET AMOUNT EARNED ON WORK PERFORMED CERTIF	IED TO DATE	59,420.42
7. LESS: NET AMOUNT PREVIOUSLY CERTIFIED		1,096,177.73
8. NET AMOUNT DUE ON WORK PERFORMED THIS PERIOR		29,529.06
990_% TO BE PAID FOR VALUE OF MATERIAL STORE	AT THE CLOSE OF THIS PERIOD	0.00
10. LESS, AMOUNT PAID FOR MATERIALS STORED AT THE	CLOSE OF LAST PERIOD	0,00
11. AMOUNT TO BE PAID (DEDUCTED) ACCORDING TO THE	DIFFERENCE BETWEEN LINES 9 & 10 OF THIS CERTIFICATE	0.00
12. TOTAL PAYMENT DUE THIS PERIOD (LINE 8 & 11)		\$ 29,529.06
SUBMITTED BY:  Ing. Kenneth Bácz Project Manager	RECEIVED BY:	
Tages manager		
DATE:	DATE:	
	APPROVED BY:	
	OCTED	<del>(2)</del>

. ARRESPORT OF THE PROPERTY OF THE PROPERTY OF THE PARTY OF THE PROPERTY OF THE PARTY Case:17-03283-LTS Doc#:23627 Filed:02/24/23 Entered:02/24/23 18:59:22 Desc: Main

Document Page 165 of 236 COMMONWEALTH OF PRIERTO RICO Document

**PUBLIC BUILDINGS AUTHORITY** 

SAN JUAN, PUERTO RICO



### PERIODICAL ESTIMATE FOR PARTIAL PAYMENT

Periodical Estimate No.

For Period 01-Aug-13

, to 31-Aug-13

Project

ISTAL MODULOS Y MEJORAS INTERIORES PISO-17, F-1 EDIF, NORTE/ ROBERTO SANCHEZ VILELLA (MINILLAS)

Project # 1120M

While - Finance Blue - Const. Dept

Pink - Confractor

Yellow - Inspection

Contract Due Date: 16-Mar-12

Extended Contract Due Date <u>D4-Jun-12</u>

Name of Contractor AIREKO CONSTRUCTION, CORP.

Address PO BOX 2128

SAN HIAN

page are Contract No. C-00035(11-12)

NO.	DESCRIPTION OF ITEMS	EREAKDOWN TOTAL		R PERFURBIED HIS PETROLD AMOUNT	PREVIOUSLY COMPLEYED	COMPLETED TOTAL TO DATE	DALANCE BALANCE 3-8	% COM	PLETED TO DATE
(1)	Contract to the second	Est. (2)	(3)		(0)	(8)		(8)	(9)
1	GENERAL CONDITIONS (61)	\$152,963,00		\$24.074 40	\$128,888 60	\$152,963.00	\$0.00	15.7	100.00
n	AVETALS (05)	\$7,380,00			\$7,380.00	\$7,380.00	\$0.00		100.00
uı	MILLWORK (06)	\$12,000.00	8		\$12,000 00	\$12,000.00	\$0.00	**	100.00
IV	THERMAL & MOISTURE (01)	\$425,591.00		\$6,165.10	\$412,142.38	\$418,307,48	\$6,283.52	1.45	98.06
٧	DOORS & WINDOWS (08)	\$60,700.00			\$60,700.00	\$60,700.00	\$0,00		100.00
VI	FINISHES ( 09 )	\$163,566,40		\$2,408.40	\$161,158.00	\$163,586.40	\$0.00	1.47	100.00
VII	SPECIALTIES (10)	\$96,700.00		703159-61	\$96,700.00	\$96,700.00	\$0.00		100.00
VIII	MECHANICAL WORKS (15)	\$88,230.00			\$88,230.00	\$88,230.00	\$0.00		100.00
IX	ELECTRICAL WORKS (16)	\$107,725 60	2		\$107,725.60	\$107,725.60	\$0.00		100.00
х	ALLOWANCES(17)	\$15,000.00		\$3,750.00	\$11,250.00	\$15,000.00	\$0.00	25.00	100.00
		\$1,130,856.00	j	\$36,397.90	\$1,086,174.58	\$1,122,572.48	\$8,283,52	3.22	99.27

Dajo pena de nulidad absoluta excitico que alugán servidor público de la Autorkiad de Edificios Públicos es parte o tiene algán inferes en las ganaacias o beneficius producto del contrato objeto de esta factora y de sec parte o tener laterês en las ganacias o beneficios producto del contrato ha mediado nos dispensa previa. La unica consideración para suministrar los bienes o servicios objeto del contrato ha sido el pago scordado con el representante autorizado de la agencia. El importe de esta factura es justo y correcto. Los trabajos de construcción han sido realizados, los productos han sido entregados (los servicios prestados) y no han sido pagados. Firma:

Value of Contract	\$1,130,856.00
Add: Change Orders Additions - Column 3 - Schedule of Charge Order - Form PBA 1508	\$38,600.67
Less: Change Orders Additions - Column 6 - Schedule of Charge Order - Form PBA 1508	\$5,875.00
Current Adjusted Confroct Amount	\$1,163,881.67

Wednesday, September 18, 2013

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CERTIFICATE OF	THE CONTRACTOR	OR THIS DULY	AUTHORIZED	REPRESENTATIVE
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According to the best of my knowledge and belief. I certify that all the items and amounts shown on the face of this periodical estimate are correct, that all work has been performed and/or material supplied in full accordance with the terms and conditions of the contract between the Puerto Rico Building Authority and AREKO CONSTRUCTION, CORP. dated 1/13/2012 and/or duly authorized desviations, substitutions, alterations, and/or additions, that the following is a frue and correct statement of the contract account up to and including the last day of the period covered by this estimate, and that no part of the "Balance due this payment" has been received

and the part of the bollance due this payment				
1. CURRENT ADJUSTED CONTRACT AMO	UNT	*******************	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$1,163,881.67
<ol><li>Value of original contract work performed to</li></ol>	o date (Reverse Column 6)			\$1,122,572.48
<ol> <li>Pluss: Authorized additions (Charge Order</li> </ol>	Schedule Column 5 Form Pi	BA 1508)	\$47,585.26	
<ol> <li>Minus: Authorized deductions (Charge Ord.</li> </ol>		grant malles	\$14,559.59	\$33,025,67
<ol><li>TOTAL VALUE OF WORK PERFORMED</li></ol>	TO DATE		III PORTO	\$1,155,598.15
Less: Amount relained percent				
<ol> <li>Net amount earned on work performed to d</li> </ol>				\$59,420.42
8. Less: Amount of previous estimate (No. 1 to				\$1,096,177.73
				\$1,056,648.67
<ol> <li>NET AMOUNT DUE ON WORK PERFORMED A</li> <li>90% to be paid for value of malerial suitable</li> </ol>				\$29,529.06
11. Less: Amount paid for materials suitable sto		enod	\$8,263.6	8
12. Amount to be (paid) (deducted) according to		T112	30.263.5	8 \$0.00
				\$0.00
13. BALANCE DUE THIS PAYMENT	(*I) = + le   (   d   d   d   d   d   d   d   d   d			\$29,529.06
(Contractor)	(Date)	**************************************	(Tille)	
and/or material supplied by the Contractor, and that us or by our duly authorized assistants and that suc and specifications, the terms and conditions of the calterations, and/or additions, all of which have been therefore, approved the "Balance due this payment."  Field Inspector or Resident Eng. Super	h work has been perfor construction contract, a duly approved by the F of \$29,529.06	med or supplied	d in full accor rized deviati lic Bulldings	dance with the plans
×				
		Visit		
Chief Contract Managerment Division			Executive D	
1. Value of executed work this period of original contract.	Director		Executive D	tector
Value of executed under this period of the second state and the second	97 998 PE 10 100	WE CERTIFY	THAT WE have	checked and examined the
TARIDE OF EXECUTED MALK HIS BELLOO OF CHRISTER DIGGES SOCIEDING	\$ Pe	Priodical Estimate a	THAT WE have	checked and examined the same to be in accordant
	\$ Pe	Priodical Estimate a	THAT WE have	checked and examined th
. Value of revised work this period of change orders deductions	\$ Pe	eriodical Estimate ar Ih the financial term	THAT WE have	checked and examined the same to be in accordan
t. Value of revised work this period of change orders deductions t. Value of exacuted work this period (total)	\$ Pe	eriodical Estimate au In the financial term ntract.	THAT WE have nd have found it is and conditions	checked and examined the same to be in eccordar of the corresponding
<ol> <li>Value of revised work this period of change orders deductions</li> <li>Value of executed work this period (total)</li> <li>Less 10% or difference of 10% this P.E.* and last P.L.*</li> </ol>	\$ Pe	eriodical Estimate ar Ih the financial term	THAT WE have not have found it is and conditions the amount of	checked and examined the same to be in accordant of the corresponding
I. Value of revised work this period of change orders deductions  Leas 10% or difference of 10% this P.E.* and last P.L.*  Balance	\$ Per S William CO	eriodical Estimale at the financial term intract. coved for payment in a overtime hours wo stiguidated damage	THAT WE have nd have found it s and conditions n the amount of rked by P.B.A. it s for not comple	checked and examined the same to be in accordant of the corresponding
2. Value of executed work this period of change orders additions 3. Value of revised work this period of change orders deductions 4. Value of executed work this period (total) 5. Less 10% or difference of 10% this P.E.* and last P.L.* 6. Balance 7. Not (incronse) (decrease) of materials on site 1. Total to be paid	\$ Per S William CO	eriodical Estimale at the financial term intract. coved for payment in sovertime hours wo	THAT WE have nd have found it s and conditions n the amount of rked by P.B.A. it s for not comple	checked and examined the same to be in accordant of the corresponding

Audiled by

For the Comptroller

days @

Previously deducted \_\_ Net Reimbursement or

Net Deduction this Cert.
\* Periodical Estimate

BREAK-DOWN FOR PAYMENT

ISTAL MODULOS Y MEJORAS INTERIORES PISO-17, F- I EDIF. NORTE/ ROBERTO SANCHEZ VILELLA (MINILLAS)-SAN JUAN PROYECTO # PROYECTO:

CONTRATISTA: AIREKO CONSTRUCTION, CORP.
PO BOX 2128
SAN JUAN PR 00922-2128

CERTIFICACIÓN #: <u>§</u>
PERIOD ENDING: <u>8/31/2013</u>
PORE I of A

LS   \$15,000,000   \$10,000,000   1,000   \$10,000,000   1,000	DESCRIPTION	TINU YTO	A COUNTY	TOTAL		PREVIOUS	-		THIS PERIOD	TOTA	TOTAL TO DATE	UNUSED	%
1   15   \$150,000	GENERAL CONDITIONS (01)	1		מאיר ויאט	OTY	AMOUNT	2¢	ליקס	AMOUNT	710	AMOUNT	BALANCE	COMP.
1   LS   \$18,600 DD   1,000   \$1,000   1,000	MOBIUZATION	1 1.5	\$10,000.00	\$10,000,00	1.00	\$10,000.00	10001	-					
1   1   1   1   2   1   2   2595,42.00   1.00   53,698.00   100.0   100.0   1.00   1	BUILDER RISK	\$1 1	\$750.00	\$750,00	.8	S750 00	9			8.	\$10,000.00	20.00	100.0
LS   \$599,300   LO   \$39,300   LO	PAYMENT & PERFORMANCE BOND	1 18	SA KOR DO	00 000 00			200			1.00	\$750,00	\$0,00	100.0
1   LS   \$56,442.00   \$56,542.00   1,00   \$55,542.00   100.0   1,00     1   LS   \$56,542.00   1,00   \$56,542.00   1,00   \$56,542.00   1,00     1   LS   \$526,416.00   \$56,542.00   1,00   \$56,542.00   1,00     1   LS   \$526,416.00   \$51,000.00   0,10   \$27,641.60   1,00   0,30   \$223,774.40   1,00     1   LS   \$51,000.00   \$1,000.00   0,70   \$7700.00   770.0   0,30   \$223,774.40   1,00     2   LS   \$51,000.00   \$1,000.00   0,70   \$7700.00   70.0   0,30   \$223,774.40   1,00     3   LS   \$56,00.00   \$51,300.00   0,70   \$7700.00   1,00   0,30   \$223,774.40   1,00     4   EA   \$5450.00   \$51,300.00   65.00   \$7700.00   1,00   0,30   \$224,074.40     5   LF   \$12,00   \$71,300.00   65.00   \$7700.00   1,00   0,30   \$224,074.40     65   LF   \$12,00   \$71,300.00   65.00   \$7700.00   1,00   0,30   \$224,074.40     65   LF   \$12,00   \$71,300.00   65.00   \$77,300.00   1,00   0,30   \$22,899.26   1,00     65   LF   \$2250.00   \$71,300.00   \$71,200.00   1,00   0,30   \$72,899.26   1,00     65   LF   \$71,300.00   \$71,200.00   1,00   0,30   \$72,899.26   1,00   0,30   \$72,899.26   1,00   0,30   \$72,899.26   1,00   0,30   \$72,899.26   1,00   0,30	GENERAL LABILITY		50 000	00.000.00	3	58.608.00	100.0			1,00	\$8,608.00	\$0.00	100.0
LS   \$5,654.00   1,00   \$5,654.00   1,00   \$5,654.00   1,00   \$5,654.00   1,00   \$5,654.00   1,00   \$5,654.00   1,00   \$5,654.00   1,00   \$5,654.00   1,00   \$1,00	AUNICIPAL TAXES	3  -	Daren of	54,993.00	8	\$3,993.00	100.0	-2.5110-0		1.00	\$3,993,00	\$0.00	100.0
LS   S5,654,00   1,00   S5,654,00   1,00   S5,654,00   1,00   S2,644,00   1,00   S2,644,60   1,00   S2,644,60   1,00   S40,000,00   1,00   S40,000   1,00   S40,00   1,00   S40,00   1,00   S40,00   1,00   S40,00   S40,00   1,00   S40,00   1,00   S40,00   S4	WINCEA BATEAT	3	332,342.UU	556,542.00	0.1	\$56,542.00	100.0			1.00	\$58,542.00	\$0.00	100
LS   \$256,416,00   \$10,000,00   1,00   \$40,000,00   1,00   10,00   10,00   1,00   1,00     LS   \$1,000,00   \$1,000,00   1,00   \$1,000,00   1,00   1,00     Sub Total	WORKING CONTURNATION	1 LS	\$5,654.00	\$5,654.00	1.00	\$5,654.00	100.0	-		1.00	\$5,654.00	90 08	
LS   \$40,000,00   \$40,000,00   1,00   340,000,00   100.0   1,00	CESE)	ST . 1	\$26,416,00	\$26,416.00	0.10	\$2,641.60	10.01	,060	C27 774 40			2000	200
LS   \$1,000,00   \$1,000 00   \$770,000   70,0   \$300,00   1,00	DEMOLITIONS	ST -	\$40,000,00	\$40,000.00	1.00	\$40,000,00	100		00.211.000	3	576,416,00	\$0.00	100.0
Sub Total   \$152,963.00   \$128,848.60   70.0   0.30   \$300.00   1.00	DEMOBILIZATION	1 18	\$1,000.00	000000	-					8.4	\$40,000,00	20.00	100.0
Sub Total   \$152,963.00   \$128,886.60   \$128,886.60   \$128,000.00   \$1	14:	20 1		O porte	0.70	2,00000	70.0	0.30	\$300.00	1.00	\$1,000.00	\$0.00	100 0
A   EA   \$450.00   \$1,800.00   4.00   \$1,600.00   100.0   4.00     B   EA   \$650.00   \$4,800.00   8.00   \$4,800.00   100.0   100.0     Sub Total   \$77,380.00   \$87,380.00   \$12,000.00   100.0     Sub Total   \$12,000.00   48.00   \$12,000.00   100.0     1   LS   \$144,963.00   \$144,963.00   \$142,063.74   98.0   0.02   \$2,899.26   1.00   \$1.00     1   LS   \$163,292.00   \$163,292.	METALS (05)	Sub Total		\$152,963.00	-	5128,88B.60	1		\$24,074.40	******	\$152,963.00	90.09	00.00
Sub Total   \$12,000,00   \$1,800,00   \$4,800,00   \$100,00   \$100,00   \$100,00   \$100,00   \$1,	METAL S/S GATES	A EA	20.02.0										1000
65 LF 512.00 5780.00 65.00 54.809.00 100.01 8.00 85.00 5780.00 100.01 8.00 85.00 57.00.00 100.01 100.01 85.00 85.00 57.00.00 100.01 100.01 85.00 100.01 100.	COLUMN TANGET	5	250.00	\$1,800.00	.00°	\$1,800.00	100.0	-		4.00	\$1,800.00	0000	000,
Sub Total   \$7,380,00   65,00   \$77,300,00   100,0   55,00   55,00   55,00   55,00   55,00   55,00   50,00   51,00	THE CAUCERS		\$600.00	\$4,800.00	9.00	\$4,809.00	100.0	1				0000	100.
Sub Total \$7,380.00 \$7,380.00 \$7,380.00 \$52,000.00 100.00 \$3.000.00 \$12,000.0	ANDRAILS		\$12.00	\$780.00	65.00	\$780.00	000	-		9	54,800.00	\$0.00	100.0
48   LF \$2250.00   \$12,000.00   48,00   \$12,000.00   100.0   100.0   48,00   48,00   100.00   100.0		Sub Total		200000	l		2	-11-0		92.00	\$780.00	\$0.00	100.0
3ub Total \$12,000,00 48,00 \$12,000,00 100.0 48,00 30,00 100.0 100.0 48,00 48,00 100.	III.LWORK (n6)			91,380.00		\$7,380.00				-	\$7,380.00	\$0.00	400.00
3ub Total \$12,000,00 100.00 100.00 48,00	VOOD CABINETS		5250 00	843 000 00									
1 LS \$144,963,00 0,98 \$142,063,74 98.0 0.02 \$2,899,26 1,00		Sub Total		00.000.216	48,00	\$12,000.00	100.0			48,00	\$12,000.00	\$0.00	100.0
1 LS \$144,963.00 \$144,993.00 0.98 \$142,063,74 98.0 0.02 \$2,899,26 1.00	HERMAL & MOISTURE (H7)			\$12,000.00		\$12,000.00				1	\$12,000,00	\$9.00	100.00
1 LS \$163,292.00 \$163,990.00 0.00 \$2,899.26 1.00	BUILT-UP ROOF SYSTEM NO. 1	1 1.5	\$144.963.00	\$144 BE2 AO	- 1								
LS \$163,292.00 S163,292.00 D 09 C222	BUILT-UP ROOF SYSTEM NO. 2			000000000000000000000000000000000000000		142,063.74	98.0	0.02	\$2,899.26	1.00	\$144,963.00	\$0.00	100.0
0.33 5160,026,16 98.0 0.02 43.284.34			\$163,292.00	\$163,292.00	0.98	\$160,026,16	98.0	0.02	E3 286 34				

Wednesday, September 18, 2013

BREAK-DOWN FOR PAYMENT PROYECTO: ISTAL MODULOS Y MEJORAS INTERIORES PISO-17, F. I EDIF. NORTE/ROBERTO SANCHEZ VILELLA (MINILLAS)-SAN JUAN

CERTIFICACIÓN #: 5 PERIOD ENDING: 8331/2013 Page 2 of 4

CONTRATISTA: AIREKO CONSTRUCTION, CORP.

PO BOX 2128 SANJUAN PR 00922-2128

B BULT-UP ROOF SYSTEM NO. 3	UNIT PRICE OTY	1		1000	THE PERSON	
LS \$118,336,00   \$18,346,00   \$18,346,00   \$18,336,00   \$18,346,00	TO THE PARTY	%	VTO TWUCKE TYD	The second second	AAI AME	8 00
METAL DOORS & WINDOWS ( 08 )	\$118,336.00 0.93	18 93.0	-	3 S110,052.48	SA 283 52	COMP.
METAL DOOR & FRAMES         38         EA         \$300,00         \$           WOOD DOORS         16         EA         \$250,00         \$           FINISH HARDWARE         34         SET         \$450,00         \$           INTERIOR GLASS & GLAZING         6         EA         \$5,000,00         \$           FINISHES ( 8)         5         EA         \$5,000,00         \$           GYPSUM BOARD WALLS & CEILINGS         16,456         SF         \$4,00         \$           GYPSUM BOARD WALLS & CEILINGS         16,456         SF         \$4,00         \$           MARBLE TILE         2,742         SF         \$3,00         \$           ACOUSTICAL CEILINGS         380         SF         \$3,00         \$           RESILIENT TILE FLOOR         390         SF         \$12,00         \$           PAINTING         25,396         SF         \$0,00         \$           PAINTING         25,396         SF         \$1,00         \$           SPECIALTIES ( 10 )         364         \$1,50         \$1         \$1           TOILET PARTITIONS         2         EA         \$1,50         \$1	\$428,591.00	\$412,142.38	\$8,165.10	\$418,307.48	\$8,283.62	98.06
WOOD DOORS	\$11,400.00 38.00;	\$11,400.00   100.00			1	
FINISH HARDWARE	\$4.000.00	_	38.00		80.00	100.0
INTERIOR GLASS & GLAZING			16.00	84,000,00	\$0.00	100.0
Sub Total   Sub Total   Sub Total   Sub Total   Sub Total   SF   SF   SF   SF   SF   SF   SF   S	\$15,300,00 34,00	\$15,300.00 100.0	34.00	0 \$15,300.00	\$0.00	109.0
FINISHES ( 19 )   Sub Total	\$30,000.00 6.00	\$30,000.00 100.0	8.00	00:000:005	20.00	100.0
GFPSUM BOARD WALLS & CEILINGS   16,456   SF   SS,00   S	\$60,700.00	\$60,700.00		860 700 00	1	
STATE   STAT				200000000	90.00	100,00
CERAMIC TILES FLOOR AND WALLS   1,308 SF   \$4,00   \$5	\$98,736.00 16,456,00	598,736.00 100.0	16.458.00	00 act 609 '0		
MARBLE TILE         2,742         SF         \$9.00           ACOUSTICAL CEILINGS         3,880         SF         \$3.00           RESILIENT TILE FLOOR         390         SF         \$12.00           CARPET FLOORING         354         SY         \$20.00           PAINTING         25,386         SF         \$0.00           EPOXY PAINT AT STAIRS         274         SF         \$5.00           SPECIALTIES (10)         SPECIALTIES (10)         \$1.500.00	\$5,224.00 1,308.00	\$5,224,00 100.0	000000		20.00	100.0
ACOUSTICAL CEILINGS RESILIENT TILE FLOOR RESILIENT TILE FLOOR RESILIENT TILE FLOOR RESILIENT TILE FLOOR RESILIENT TILE FLOOR RESILIENT STAIRS	\$24,678.00 2,742.00		ס'פחרי)		30.00	100.0
RESILIENT TILE FLOOR   390 SF \$12.00	1		2,742.00	0; \$24,678,00 I	20.00	100.0
SPECIALTIES (10 )   SPEC		100.0	3,880,00	0 \$11,640.00	80.00	100.0
PAINTING   354 SY S20.00	54,680.00 390.00	\$4,680.00 100.0	390.000	C4 680 00	4000	
PAINTING   25,396   SF   SD.40	\$7,080.00 354,00	\$7,080.00			90.06	100.0
SPECIALTIES (10 )   2   EA   ST   S5.00	\$10,158.40 22,800.00	200	354,000		20.00	100.0
SPECIALTIES (10) TOILET PARTITIONS 2 EA \$1.500.00	\$1,370.00 0.00	000		"	\$0.00	100.0
SPECIALTIES (10.) TOILET PARTITIONS 2 EA \$1.500.00	2640 600 00		00:010:0	00.075,15	\$0.00	100.0
TOILET PARTITIONS 2 EA STANDON	9189,508,40	\$161,158.00	\$2,408.40	\$163,566,40	\$0.00	100.00
Annoario	\$3,000.00	\$3,000.00	200	000000	-	
BATHROOM ACCESSORIES 27 EA \$100.00	\$2,700.00 27.00	\$2,700.00 100.0	27.70		20.00	100.0
31 FURNITURE EQUIPMENT 52 EA \$1,750.00 Set own.	\$91,000,00		on: 38	92,700.00	20.00	100.0
	00.000	391,000,00	52:00	\$91,000.00	80.00	100.0

# BREAK-DOWN FOR PAYMENT

ISTAL. MODULOS Y MEJORAS INTERIORES PISO-17, F-I EDIF. NORTE/ ROBERTO SANCHEZ VILELLA (MINILLAS)-SAN JUAN PROYECTO#: 1120M PROYECTO:

CERTIFICACIÓN #; § PERIOD ENDING: 8/31/2013

Page 3 of 4

CONTRATISTA: AIREKO CONSTRUCTION, CORP.

PO BOX 2128 SAN JUAN PR 00922-2128

ITEM DESCRIPTION	2000		į	•	sno	THIS PERIOD	TOT	TOTAL TO DATE	MINISED	3
	CAN'T	UNIT PRICE	UNIT PRICE OTY	Y AMOUNT	INT %	TALLOMA			Tolle and	
	Sub Total			1.	2		מא	AMOUNT	BALANCE	COMP.
MECHANICAL WORKS (15)				-	20000			\$96,700.00	30.00	100.00
MECHANICAL DEMOLITION	1 : [5	58 000 00	20 000 00	1						
SANITARY PIPE			20,000,00	1.00 SB,O	\$8,000.00 100.0	0,	1.00	\$8,000.00	30.00	100.0
	280 LFT	\$25.00	\$8,500.00 26	250,00 58,5	\$8,500.00 100.0	O.	260.00	\$6.500.00	S CO	400
COLD WATER ANG	200 LFT	\$25.00	\$5,000.00 20	200.000 \$5,0	55,000.00 100.0	0	200 00:			
PLUMBING FIXTURES	18 EA	\$1,150.00	\$20,700.00	18.00. \$20.7	\$20,700.00				\$0.00	100.0
SPRINKLER HEADS	171 FA	620.00					18.00	\$20,700.00	80.00	100.0
FIRE PROTECTION PIPING	- 1	on nee		171.00 \$5,1	\$5,130.00 100.0	Q	171.00	\$5,130.00	80.00	100.0
	1.950 LFT	\$22.00	\$42,900.00 1,950.00		\$42,900,00 100.0	0	1,950,00;	\$42,900.00	20.00	1000
	Sub Total		\$88,230,00	588.2	588 230 00				00000	200
ELECTRICAL WORKS (16)			,		2000			\$88,230.00	\$0.00	100.00
Electrical Demolliton	1 LS	\$7,895.80	\$7,895,60	1.00	\$7,895.60					
Branch Power Rough-in	e,100 . E	20.23	201 400 00 00 00 000	ľ	_		1.00	\$7,895.60	80.00	100.0
Lightling Rossob-in	4			324,400.00	100.0	0	6.100.00	\$24,400,00	80.00	100.0
0	7.500	\$4.00	\$30,400.00 7,600.00	3.00 \$30,400.00	00.00 100.0	0	7,600.00	\$30,400,00	00.08	25
The Asim Conduit Rough-in	1,400 LF	\$4.00	\$5,600.00 1,400.00		\$5,800.00	0	00000	111111111111111111111111111111111111111		
Communication Conduit Rough-in	2,100 LF	\$4.00	\$8,400.00 2,100.00		\$8.400.00		DO TOOL	DO'DDO'CS	80.00	100.0
Access Control CCTV Conduit Rough-in	7 1.8	07 0058	CO 200 CO				2,100,00	\$8,400,00	20.00	100.0
Branch Power Winn	- 1	200000		53.50	53,500,00 100.0		7.00	\$3,500.00	\$0.00	1000
,	16,000	\$0,50	\$8,000.00 16,000.00		\$6,000.00 100.0	100	18 DOO PA	20 000 00		
Lighting Distribution Widing	14,100 LF	\$0.50	\$7,050.00 14 100.00	1	67 DED OD		00'000'0	90,000,00	\$0.00	1000
Fire Alarm System Witing			- 1		100.00		14,100.00:	\$7,050.00	80.00	1000
Distriction in	4,000 LF	20,50	\$2,000.00 4,000.00	555	\$2,000.00 100.0		4,000.00	\$2,000,00	2000	
Electrical Room Feeders Wining	1 18	\$2,000.00	\$2,000.00	1.00 \$2.00	\$2.000.00		100		30.00	100.0
Wiring Devices Furnish & Installation	148 EA	\$10.00					2	34.000.00	20:00	100.0
			24,450,00	146.00 51,48	51,480.00 100.0	1	OUBPI			0

Wednesday, September 18, 2013

BREAK-DOWN FOR PAYMENT

ISTAL MODULOS Y MEJORAS INTERIORES PISO-17, F. I EDIF. NORTE/ ROBERTO SANCHEZ VILELLA (MINILLAS)-SAN JUAN 1120M PROYECTO#: PROYECTO:

CERTIFICACIÓN #; § PERIOD ENDING; 8231/2013 Puge 4 of 4

CONTRATISTA: AIREKO CONSTRUCTION, CORP.

PO BOX 2128 SAN JUAN PR 00922-2128

49

TEM DESCRIPTION			1		THE	THIS PERIOD	TOTAL TO DATE		UNUSED	2%
1	TING		A	*	אטס	AMOUNT	OTY AMOUNT	1	BALANCE	COMP.
Total State of the Land	ST.000.00	\$7,000.00	7.00 \$7,000.00	100.0			B	0	\$0.00	100.0
X ALLOWANCES(17)	Sub Total	\$107,725.60	\$107,725.60				3107,725.60	5.60	\$0.00	100.00
50 ASBESTOS REMOVAL ALLOWANCE	1 LS \$15,000,00	\$15,000.00	0.75 \$11,250.00	75.0	0.25	\$3,750.00	1.00 \$15,000,00	00.00	90.08	100
***************************************	Sub Total	\$15,000.00	\$11,250.00			\$3.780.00	200	00.0		
	TOTAL GENERAL:	\$1,130,856.00	\$1,086,174,58			\$18,397.90	\$15,000.00	00.0	39.00 100.00	100.00
SUBMITTED BY:	RECOMMENDED BY:		RECOMMENDED BY:	BY:		АРР	APPROVED BY:			
lng, Kenneth M. Báez Alers Contratista	Arq. Felix Vizcaya Înspección AEP		Ing. José Girona Coordinador Proyecto AEP	scto AEP		AUTC Arg	AUTORIDAD DE EDIFICIOS PÚBLICOS Arq. Heidy De la Cruz Dir Area de Decarrollo de Decarrollo	IOS PÚBL	SOOI	

Wednesday, September 18, 2013

Copia Pirelo

PBA-1508

# COMMONWEALTH OF PUERTO RICO PUBLIC BUILDINGS AUTHORITY SANJUAN, PUERTO RICO

# SCHEDULE OF CHANGE ORDERS

Supporting Periodical Estimate for Partial Payment No

5

For Periods 01-Aug-13

to 31-Aug-13

Project ISTAL, MODULOS Y MEJORAS INTERIORES PISO-17, F-1 EDIF, NORTE/ ROBER

Name of Contractor AIREKO CONSTRUCTION, CORP.

ORDE	N DE CAMBIÓ		ADDITIONS			DEDUCTIONS	
No. (1)	Date (2)	Amount (3)	Period (4)	To date (5)	Amount (6)	Period (7)	To date
1	3/6/2012	\$16,521.00		\$16,521.00	\$0,00	X2	\$0.00
2	4/12/2012	\$22,079.67	\$1,987.17	\$31,064.26	\$0.00	\$0.00	\$8,984.59
3	2/1/2013	\$0.00	\$0.00	\$0.00	\$5,575.00	\$5,575.00	\$5,575,00
1	OTALES	\$38,600.67	\$1,987.17	\$47,585.26	\$5,575.00	\$5,575.00	\$14,559.69

ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE	1000,000,000
Original Contract Amount	TOTAL \$1,130,856.00 \$38,600.67
Less: Change Orders Deductions schedule nhove	\$5,575.00
Adjusted Contract Amount TO DATE	\$1,163,881.67

Friday, August 16, 2013

Page I of I

# Certificación #6 (Factura #AI-24-080023)



PO Box 2128 San Juan PR 00922-2128 (7.87) 653-6300 Fax (787) 653-0121/0122/0123/ 119 Tuque Ind. Park Ponce PR 00731-7600 787) 844-4001 Fax (787) 793-3555

LETI	TER OF TRANSM	ITTAL	201270-170
DATE	5/14/201	4 JOB NO	AEP 1120M SUBMITTAL NO.
ļ	47.147.404		
JOB N	AME	INST. DE MODI	ULARES Y MEJ. INTERIORES P-17 MINILLAS
TO:	AUTORIDAD DE EDIF		
10.			
ATTN;	ING. GERARDO CRES	PO	11/1 1 - 2014 +160, Cont
WE ARE	SENDING YOU  Drawings  Copy of Letter	Attached Prints Change Order	Under separate cover viathe following items  Samples Other Specifications
COPIES	DATE	NUMBER	DESCRIPTION
4	1@31/AGO\$TO/13		CERTIFICACION NO. 6 - \$7,455.17 AI-24-08023)
	18011100010110		•Breakdown for Payment.
			•Certificacion Poliza Fondo.
			•Certificate of Liability Insurance.
	· · · · · · · · · · · · · · · · · · ·		*Certified Payroll
<u> </u>			*Fotos Progreso
			•CD
		1	
THESE AR	I E TRNSMITTED as checked b	elow:	REMARKS:
For you			IF ANY OF THE ABOVE LISTED SPECIFICATIONS, DRAWINGS AND / OR DOCUMENT ARE INCOMPLETE OR MISSING, PLEASE NOTIFY US
As requ	ested		IMMEDIATELY. A COMPLETE SET OF ALL SPECIFICATIONS
Disappr			DRAWINGS, ADDENDUMS AND DOCUMENTS PERTAINING TO THIS
	ed as submitted		BID IS AVAILABLE FOR YOUR REVIEW AT OUR CAGUAS OFFICE.
Approve			
	ed for corrections and Resubmit		
	copies for distribution		The second secon
	corrected prints		
	ew and comment		
For blds	due		
Prints n	eturned after loan to us		
SENDER	:	KENNETH BAEZ -	PROJECT MANAGER DATE: 05-14-2014
RECEIV	ED BY:	ROSA Q	DNZA187 DATE: MUZYD 16/2011

		DE EDIFICIOS PUBLICOS ARROLLO DE PROYECTOS	
HOJA DE COTEJO D	E CERTIFICACIÓN#	6	
PROYECTO:	INST. MODULARES Y MEJ.	INT. P-17	
MUNICIPIO	SAN JUAN, PR		
AEP#: PERIODO DE LA CEP	1120M	31 AGOSTO 2013	
CERTIFICO OUF LAS	SIGUIENTES PARTIDAS H	AN SIDO VERIFICADAS POR MÍ, CERTIFICACIÓN PARA PAGO.	
HOJA DE I	DESGLOSE DE PAGO INICIA	ADA POR TODAS LAS PARTES.	
FIRMA DE	INSPECTOR EN CERTIFICA	ACÓN *	
FIRMA DE	SUPERVISAOR EN CERTIF	ICACIÓN *	
DESCLOS	E DE PAGO COTEJADO MA	TEMÁTICAMENTE	
NOMINAS	DE PERIODO - INCLUIDA		
FORMA SO	CHEDULE OF MATERIALSTO	DRE - INCLUDA	
FACTURAS	S DE MATERIAL ON SITE (II	NDICAR LA CANTIDAD DE FACTU	RAS)
FORMA DE	E SUMMARY OF MATERIAL	ON SITE INCLUIDA	
CURVA "S'	' - (DIAGRAMA DE BARRAS)		
POLIZA BL	JILDER RISK VIGENTE	FECHA DE VENCIMIENTO:	N/A
POLIZA PL	JBLIC LIABILITY VIGENTE	FECHA DE VENCIMIENTO:	10/1/2013
POLIZA F.S	S.E. VIGINGE	FECHA DE VENCIMIENTO:	6/30/2014
POLIZA DE	WORKER'S COMPSATION	FECHA DE VENCIMIENTO:	10/1/2013
EVIDENCIA	A DE PAGO DE POLIZAS (RE	ECIBO DE PAGO) (SI APLICA)	
NOMBRE DE INSPEC	TOR:		
FIRMA DE INSPECTO	R:		
FECHA:		and the same of th	
SUPERVISIÓN. EN CA	ASO DEL CONTRATISTA PUI SOMETIDO LA DOCUMENTA	CASOS DE LA INSPECCION Y EDE SER LA PERSONA AUTORIZA CIÓN CORRESPONDIENTE A LA A A MAQUINILLA O EN LETRA DE M	AGENCIA.



P.O. Box 2128 San Juan, PR 00922-2128 Tel. (787) 653-6300

DATE: 04/16/2014		INVOICE	No. Al-24-08023
CERTI PROJECT: 177H FL REMODELING NORTH TOWER MINILLAS CR	IFICATE FOR PAYMENT MPX	CERT	No: 6
PROJECT #: 201270-170		PERIOD	END:08/31/2013
1. CONTRACT AMOUNT			1,130,856.00
2. APPROVED CHANGE ORDERS			33,025.67
3. TOTAL CONTRACT AND APPROVED CHANGE ORDERS			1,163,881.67
4. TOTAL VALUE OF WORK PERFORMED TO DATE	1		1,163,881.67
5. LESS: 10% RETAINAGE			60,248.77
6. NET AMOUNT EARNED ON WORK PERFORMED CERTIFIED TO DAT	TE.		1,103,632.90
7. LESS: NET AMOUNT PREVIOUSLY CERTIFIED			1,096,177,73
8. NET AMOUNT DUE ON WORK PERFORMED THIS PERIOD			7,455.17
990% TO BE PAID FOR VALUE OF MATERIAL STORED AT THE C	LOSE OF THIS PERIOD	ANY MARKET BE	0.00
10. LESS: AMOUNT PAID FOR MATERIALS STORED AT THE CLOSE OF $\boldsymbol{L}$	AST PERIOD		0.00
11. AMOUNT TO BE PAID (DEDUCTED) ACCORDING TO THE DIFFERENCE	CE BETWEEN LINES 9 & 10 OF THIS CERTIFICATE		0.00
12. TOTAL PAYMENT DUE THIS PERIOD (LINE 8 & 11)		\$	7,455,17
SUBMITTEDATY:  Ing. Kenneth Báéz Project Manager	RECEIVED BY:	_:	
DATE: S./T-/Y	DATE: APPROVED BY:	_	



### Case:17-03283-LTS Doc#:23627 Filed:02/24/23 Entered:02/24/23 18:59:22 Desc: Main

White - Finance Blue - Const. Dept Pink - Contractor Yellow - Inspection

# DOOWNPROVIEW THE PROPERTY FROM 1716 OF 236 **PUBLIC BUILDINGS AUTHORITY**

SAN JUAN, PUERTO RICO



# PERIODICAL ESTIMATE FOR PARTIAL PAYMENT

Periodical Estimate No.

For Period 01-Aug-13

31-Aug-13

Project

ISTAL MODULOS Y MEJORAS INTERIORES PISO-17, F-1 EDIF, NORTE/ ROBERTO SANCHEZ VILELLA (MINILLAS)-SAN JUAN

Project # 1120M

Contract Due Date: 16-Mar-12

Extended Contract Due Date 04-Jun-12

Name of Contractor AIREKO CONSTRUCTION, CORP.

Address PO BOX 2128

NO.	DESCRIPTION OF ITEMS	BREAKDOWN TOTAL	THIS PERIOD  GTY AMOUNT	PREVIOUSLY COMPLETED	COMPLETED TOTAL TO DATE 6+8	UNUSED BALANCE 2-8	E 2.00	PLETED TO D DATE
W		(2)	(3)	(a)	(8)	m	(0)	(9)
1	GENERAL CONDITIONS (61)	\$152,963.00	Į.	\$152,963.00	\$152,963.00	\$0,00		100.00
1)	METALS (05)	\$7,380.00		\$7,380.00	\$7,380.00	\$0,00	1	100.00
111	MILLWORK (06)	\$12,000.00		\$12,000.00	\$12,000.00	\$0.00	1	100.00
IV	THERMAL & MOISTURE (07)	\$426,591,00	\$8,283.52	\$418,307,48	\$426,591.00	\$0.00	1.94	100.00
V	DOORS & WINDOWS (88)	\$60,700.00		\$60,700,00	\$60,700,00	\$0.00		100.00
VI	FINISHES (09)	\$163,566,40		\$163,566.40	\$153,556.40	\$0.00	l	100.00
VII	SPECIALTIES (10)	\$96,700.00		\$96,700.00	\$96,700.00	\$0.00	-	100.00
IIIA	MECHANICAL WORKS (15)	\$88,230.00	1	\$88,230,00	\$88,230.00	\$0.00		100.00
IX	ELECTRICAL WORKS (16)	\$107,725.60		\$107,725.60	\$107,725.60	\$0.00		100.00
X	ALLOWANCES(17)	\$15,000.00		\$15,000,00	\$15,000.00	\$0,00		100.00
		\$1,130,856.00	\$8,283.52	\$1,122,572.48	\$1,130,856,00	\$0.00	0.73	00.00

Bajo pena de nulidad absoluta certifico que ulugán servidor público de la Antoridad de Edificios Públicos es parte o Hene nigón interés en las ganancias o beneficios producto del contrato objeto de esta factura y de ser parte o tener interés en las ganucias o Rueficios producto del contrato ha mediado una dispensa previa. La ánica consideración para suministrar los bienes o servicios objeto del contrato ha sido el pago acordado con el representante autorizado de la agencia. El importe de esta factura es justo y correcto. Los trabajos de construcción totalizados, los productos han aldo entregados (fos servicios prestados) y no han sido pagados. Firma:

\$1,130,856.00 Add: Change Orders Additions - Column 3 - Schedule of Charge Order - Form PBA 1508 ..... \$38,600.67 Less: Change Orders Additions - Column 6 - Schedule of Charge Order - Form PBA 1508 ..... \$5,575.00 Current Adjusted Contract Amount \$1,163,881,67

Monday, April 14, 2014

According to the best of my knowledge and belief. I certify that all the items and amounts shown on the face of this periodical estimate are correct, that all work has been performed and/or material supplied in full accordance with the terms and conditions of the contract between the Puerto Rico Building Authority and AREKO CONSTRUCTION, CORP.

dated 1/13/2012 and/or duly authorized desviations, substitutions, alterations, and/or additions, that the following is a rue and correct statement of the contract account up to and including the last day of the period covered by this estimate, and that no part of the "Balance due this payment" has been received.

and that the part of the balance are this payment			
CURRENT ADJUSTED CONTRACT AMOUNT	NT	***************************************	\$1,163,881,67
<ol><li>Value of original contract work performed to</li></ol>	date (Reverse Column 6)		\$1,130,856.00
3 Pluss: Authorized additions (Charge Order S	chedule Column 5 Form F	BA 1508) \$47,585.26	
<ol> <li>Minus: Authorized deductions (Charge Order</li> </ol>	Schedule Column B Form	PBA 1508). \$14,559.59	\$33,025.67
5. TOTAL VALUE OF WORK PERFORMED TO	O DATE	255 of 1,555 38 0 0	\$1,163,881.67
6. Less: Amount retainedpercent	\$48\$4874\$6004000000000000000000000000000000000	********************************	\$60,248.77
<ol> <li>Net amount earned on work performed to dat</li> </ol>	te	**	\$1,103,632,90
8. Less: Amount of previous estimate (No. 1 to .	) (Line 7 Last Partia	Payment)	
9. NET AMOUNT DUE ON WORK PERFORMED AT			\$7,455,17
10. 90% to be paid for value of material suitable s			
11. Less: Amount paid for materials suitable store	ed at the close of last pend		- ·
<ol><li>Amount to be (paid) (deducted) according to</li></ol>	difference between line 10	11 of this Certificate	\$0.00
13. BALANCE DUE THIS PAYMENT		lähennyylän olena ka khakkanaahanhanhanhanhanhanny	\$7,455.17
(Contractor)	J-/T-/9 (Date)	By hajia	Manager
herefore, approved the "Balance due this payment of	** *** *******	Checked By	
Field Inspector or Resident Eng. Super-	risor or Chief of Division		
APPROVED FOR PAYMENT:  Chief Contract Managerment Division	Director	Executive i	
Value of executed work this period of original contract.	\$	WE CERTIFY THAT WE hav	e checked and examined this
Value of executed work this period of change orders additions		Periodical Estimate and have found with the financial terms and condition	
. Value of revised work this period of change orders deductions		contract.	
Value of executed work this period (total)	# framework books and		
Less 10% or difference of 10% this P.E.* and lest P.L.*	\$ A	oproved for payment in the amount of	f \$
. Balance		ess overtime hours worked by P.B.A.	
. Net (Increase) (decrease) of materials on site		ess liquidated damages for not comp	
. Total to be paid		ET AMOUNT TO BE PAID	leting on time \$
. Liquidated Damages	1977 Jiright Villaton Stational date of an order		leting on time \$
romUnii! days @	Δι		leting on time \$
reviously deducted		diled by	leting on time \$

° Periodical Estimate

# BREAK-DOWN FOR PAYMENT

ISTAL. MODULOS Y MEJORAS INTERIORES PISO-17, F-1 EDIF. NORTE/ROBERTO SANCHEZ VILELLA (MINILLAS)-SAN JUAN 1120M PROYECTO#: PROYECTO:

CERTIFICACIÓN #: 6
PERIOD ENDING: 8/31/2013 Page 1 of 4

CONTRATISTA: AIREKO CONSTRUCTION, CORP.

PO BOX 2128 SANJUAN PR 00922-2128

CENTRAL CONTINUES (CONTINUES (C		-				2000		THIS PERIOD	107	TOTAL TO DATE	UNUSED	%
MOBILIZATION   1   LS   \$10,000.00   1,00   \$10,000   1,		DATY UNIT	UNITPRICE	UNIT PRICE	יידם	AMOUNT	-		ענס	AMOUNT	BALANCE	COMP.
PAYMENT & PERFORMANCE BOND         1         LS         \$1500.00         \$750.00         1,00         \$750.00         1,00           PAYMENT & PERFORMANCE BOND         1         LS         \$8,690.00         \$8,690.00         1,00         \$100.00         1,00           GENERAL LIABILITY         1         LS         \$8,690.00         1,00         \$86,640.00         1,00         \$100.00         1,00           MUNICIPAL TAXES         1         LS         \$86,420.00         \$86,420.00         1,00         \$86,640.00         1,00         1,00           MUNICIPAL TAXES         1         LS         \$86,420.00         \$10.00         \$86,640.00         1,00         \$100.00         1,00           MUNICIPAL TAXES         1         LS         \$86,420.00         \$10.00         \$86,460.00         1,00         \$86,460.00         1,00	1 MOBILIZATION		\$10,000.00	\$10,000,00	1.00	\$10,000.00	100.0		1.00	\$10,000.00	80.00	100.0
PAYMENT & PERFORMANCE BOND         1         LS         \$86,08.00         LD         56,08.00         LD         56,08.0	1	- LS	\$750.00	\$750.00	1.00	\$750.00	100.0	-	1.00	\$750.00	SOON	8
GENEFALLIABILITY         1         LS         \$35,993.00         1,00         \$35,993.00         1,00         \$2,00         \$1,00         \$1,00         \$2,00         \$1,00         \$2,00         \$1,00         \$2,00		1 1 LS	\$8,608.00	\$8.608.00	1,00	58,608.00	100.0		1.00	\$8.608.00	50 55	100
MUNICIPAL TAYES         1         LS         \$566,42.00         1.00         \$565,42.00         \$565,42.00         \$565,42.00         \$565,42.00         \$565,42.00         \$565,42.00         \$565,42.00         \$565,42.00         \$565,42.00         \$565,42.00         \$565,42.00         \$565,42.00         \$565,42.00         \$565,42.00         \$565,42.00         \$565,42.00         \$56		1 1 1.	\$3,993.00	\$3.993.00	1,00	\$3,993.00	100.0		1,00	\$3,993.00	\$0.00	100.0
MUNICIPAL PATENT   LS   \$556.00   \$566.400   100   \$566.400   100   \$7	1	1	\$56,542.00	\$56,542.00	1.00	\$56,542.00	100.0		1.00	\$56,542.00	\$0.00	100.0
WORKAILENS COMPENSATION (CFSE)         1. LS         \$226,416,00         1.00         \$326,416,00         1.00         \$40,000,00         1.00         \$40,000,00         1.00         \$40,000,00         1.00         \$40,000,00         1.00         \$40,000,00         1.00         \$40,000,00         1.00         \$40,000,00         1.00         \$40,000,00         1.00         \$40,000,00         1.00         \$40,000,00         1.00         \$40,000,00         1.00         \$40,000,00         1.00         \$40,000,00         1.00         \$40,000,00         \$40,00		1 [5	\$5,654.00	\$5,654.00	1.00	\$5,654.00	100,0		1.00.1	\$5,654.00	20.00	000
DEMOSILIZATION         1         LS         \$40,000.00         1.00         \$40,000.00         1.00         \$40,000.00         1.00         \$100.00         1.00         \$100.00         1.00         \$100.00         1.00         \$100.00         1.00         \$100.00         1.00         \$100.00		1 1 18	\$26,416,00	\$26,415.00	1,00	\$28,416,00	100.0		1.00	\$26,416.00	\$0.00	001
PENOBILIZATION		1 1.8	\$40,000.00	\$40,000.00	1.00	340,000.00	100.0		1.00	\$40,000.00	\$0.00	100
METALS (95)         SHEZJ963.00         \$152,963.00         \$152,963.00         \$152,963.00         \$152,963.00         \$150,00 <th< td=""><td></td><td>1 1.15</td><td>\$1,000.00</td><td>\$1,000,00</td><td>1,00</td><td>\$1,000.00</td><td>100.0</td><td></td><td>1,00,1</td><td>\$1,000,00</td><td>80.00</td><td>1000</td></th<>		1 1.15	\$1,000.00	\$1,000,00	1,00	\$1,000.00	100.0		1,00,1	\$1,000,00	80.00	1000
METALS (65)         METALS (65)         METALS (65)         METALS (65)         ST,800,00         4.00         ST,800,00         100.00         ST,800,00         4.00         ST,800,00         4.00         ST,800,00         4.00         ST,800,00         4.00         ST,800,00         4.00         ST,800,00         ST,800,00         4.00         ST,800,00         S		Sub Total		\$152,963.00	1	\$152 943.00	1					
METAL S/S GATES         4         EA         \$450.00         51,800.00         4.00         5           VERTCAL LADDERS         8         EA         \$800.00         \$4,800.00         100.00         100.00         8.00         8           HANDRAILS         65         LF         \$12.00         \$7,80.00         65.00         100.00         65.00         8           MILLWORK (06)         Sub Total         F         \$2250.00         \$12,000.00         48.00         \$100.0         48.00         \$100.										\$152,963.00	\$0.00	100.00
VERTCAL LADDERS         8         EA         \$800.00         \$4,800.00         \$4,800.00         \$100.0         \$4,800.0         \$100.0         \$65.00         \$100.0 <t< td=""><td>1</td><td>-</td><td>\$450,00</td><td>\$1,800.00</td><td>4.00</td><td>\$1,800.00</td><td>100.0</td><td></td><td>4 00</td><td>54 800 00</td><td>50.00</td><td>007</td></t<>	1	-	\$450,00	\$1,800.00	4.00	\$1,800.00	100.0		4 00	54 800 00	50.00	007
HANDRAILS HANDRA	1	+-	\$600.00	\$4,800.00	800	CA BOO CO	0.505			Na Control	90.00	0.00
Sub Total   Sub Total   ST2.000   S780.00   S780.00   100.0   100.0   100.0   100.0   100.0   S12.000   S12.000.00   S12	1	+			15.00	2000	200		8.00	\$4,800.00	\$0.00	100.0
MILLWORK (06)         ST.380.00         \$7,380.00         \$7,380.00         \$7,380.00         \$4,000         \$7,380.00         <				3780.00	65.00	\$780.00	100.0		65.00	\$780.00	\$0.00	100.0
WOOD CABINETS         48         LF         \$250.00         \$12,000.00         \$12,000.00         \$100.00         46.00           THERNAL & MOISTURE (07)         Sub Total         \$12,000.00         \$12,000.00         \$12,000.00         \$12,000.00         \$100.00 <td< td=""><td></td><td>Sub Total</td><td></td><td>\$7,380.00</td><td></td><td>\$7,380.00</td><td></td><td></td><td></td><td>87,380.00</td><td>\$0.00</td><td>100.00</td></td<>		Sub Total		\$7,380.00		\$7,380.00				87,380.00	\$0.00	100.00
WOOD CABINETS         48         LF         \$250.00         \$12,000.00         \$12,000.00         \$10.00         48.00           THERNAL & MOISTURE (07)         Sub Total         \$12,000.00         \$14,000.00         \$14,000.00         \$10.00         \$100	- }											
THERMAL & MOISTURE (07)   Sub Total   \$12,000.00   \$12,000.00	6 1		\$250.00	\$12,000.00	48.00	\$12,000.00	100.0		48.00	\$12,000.00	\$0.00	100.0
HIERNAL & MOISTURE (07)  BUILT-UP ROOF SYSTEM NO. 1 LS \$144,983.00 \$144,983.00 1.00 \$144,993.00 100.0 \$  BUILT-UP ROOF SYSTEM NO. 2 1 18 6452.00 6469.00 1.00 5144,993.00 5144,993.00 1.00 5144,993.00 5144,993.00 1.00 5144,993.00 1.00 5144,993.00 1.00 5144,993.00	- 1	Sub Total		\$12,000.00		\$12,000.00	-		1	840 000 00	00.00	
BUILT-UP ROOF SYSTEM NO. 1 LS \$144,983.00 \$144,983.00 1.00 \$144,983.00 1.00 BUILT-UP ROOF SYSTEM NO. 2 1 IS \$153,000 0 646,000.00										912,000,00	\$0.00	100.00
BUILT-UP ROOF SYSTEM NO. 2		1 1 13	\$144,983.00	\$144,963.00	1.00	\$144,963.00	100.0		1.00	\$144,963.00	\$0.00	100.0
3163,292,00 1,00 3163,292,00 1,00 1163,092,00 100,0		LS.	\$163,292.00	\$163,292.00	1,00	\$163,292.00	100.0		100	S163 292 00	5000	000

100.0

30.00

\$91,000,00

52.00

Nonday, April 14, 2014

BREAK-DOWN FOR PAINTENT

ISTAL, MODULOS Y MEJORAS INTERIORES PISO-17, F-1 EDIF. NORTE/ ROBERTO SANCHEZ VILELLA (MINILLAS)-SAN JUAN PROYECTO#: PROYECTO:

CERTIFICACIÓN#; g PERIOD ENDING: 8/31/2013

Page 2 of 4

CERTIFICACIÓN #;

CONTRATISTA: AIREKO CONSTRUCTION, CORP. 00922-2128 PO BOX 2128 SAN JUAN PR

100.0 100.00 COMP. 100.00 100 00 100.0 100.0 100.0 100.00 100 100 100 100.0 100.0 g 100. 8 100.0 \$0.00 80.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 UNUSED \$0.00 \$0.00 30.00 S0,00 \$0.00 20.00 80.00 \$0.00 \$0.00 \$428,591.00 AMOUNT \$118,338,00 \$11,400.00 \$30,000.00 \$15,300.00 598,738.00 \$4,000.00 \$60,700.00 \$5,224.00 \$1,370.00 \$3,000.00 \$11,640.00 \$4,680.00 \$7,080.00 \$10,158.40 \$24,678.00 \$183,548,40 52,700.00 TOTAL TO DATE 1.00 38.00 16.00 34.00 6.00 16,455.00 1,308.00 2,742.00 3,880.00 274.00 390.00 354.00 25,396.00 27.00 2.00 AMOUNT \$8,283,52 \$9,283.52 THIS PERIOD 0.07 70 100.0 1000 1000 93.0 100.0 100.0 100.0 100.0 100.0 100:0 100.0 100.0 99.0 100.0 0.00 100.0 × \$110,052.48 \$11,400.00 \$5,224.00 \$30,000.00 \$98,736.00 \$24,678.00 \$418,307,48 \$4,000.00 \$15,300.00 \$60,700.00 \$11,640.00 \$4,680,00 \$163,566.40 \$3,000.00 \$7,080,00 \$10,158.40 \$2,700.00 PREVIOUS \$1,370.00 \$91,000.00 0.93 38.00 \$98,736.00 16,456.00 16.00 1,306.00 390.00 34,00 3,880.00 354.00 27.00 2,742.00 274.00 52.00 25,396.00 2.00 \$11,400.00 \$15,300.00 \$80,700.00 \$118,336.00 \$30,000.00 \$426,591.00 \$4,000.00 \$5,224.00 \$24,678.00 \$11,640.00 \$4,680.00 \$7,080.00 \$163,555,40 \$91,000.00 \$10,158.40 \$1,370.00 \$3,000.00 \$2,700.00 UNITPRICE UNIT PRICE \$118,336,00 5300.00 \$250.00 \$450.00 \$5,000.00 \$6.00 24.00 89.00 \$3.00 \$12.00 \$20,00 \$0.40 85.00 \$100,00 \$1,750.00 \$1,500.00 TINS I SET Æ ជ a 胀 SF L, ŝ 망 EA š SF P. 包 S Sub Total Sub Total Sub Total 18,456 1,306 2,742 3,880 25,396 70 38 9 Ħ 390 274 354 27 25 GYPSUM BOARD WALLS & CEILINGS CERAMIC TILES FLOOR AND WALLS DESCRIPTION BUILT-UP ROOF SYSTEM NO. 3 INTERIOR GLASS & GLAZING DOORS & WINDOWS ( 08) BATHROOM ACCESSORIES METAL DOOR & FRAMES **EPOXY PAINT AT STAIRS** FURNITURE EQUIPMENT ACOUSTICAL CEILINGS RESILIENT TILE FLOOR FINISH HARDWARE TOILET PARTITIONS CARPET FLOORING SPECIALTIES (10) WOOD DOORS FINISHES (09) MARBLE TILE PAINTING TEM 30 5 15 5 8 6 28 1 7 2 23 75 33 28 23 8

BREAK-DOWN FOR PAYMENT PROYECTO: ISTAL MODULOS Y MEJORAS INTERIORES PISO-17, F. I EDIF. NORTE/ROBERTO SANCHEZ VILELLA (MINILLAS)-SAN JUAN

CERTIFICACIÓN #: 8
PERIOD ENDING: 8131/2013

CERTIFICACIÓN #:

Page 3 of 4

PROYECTO #: 1128M CONTRATISTA: AIREKO CONSTRUCTION, CORP.

PO BOX 2128 SANJUAN PR 00922-2128

DESCRIPTION	ý		İ	LACTOR	THIS PERIOD	TOTAL TO DATE	DATE	UNUSED	38
1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		Total	S98.700.8d	AMOUNT	% QTY AMOUNT	OTY AIN	AMOUNT	BALANCE	COMP.
MECHANICAL WORKS (15)				ממיות מיותה		\$	\$88,700.00	80.00	100.00
MECHANICAL DEMOLITION	-	18 : \$00000		1					
			28.000.00	\$8,000.00	100.01	1.00	58,000,00	\$0.00	100.0
SANITARY PIPE	260	LFT \$25.00	\$6,500.00 260.00	\$6,500.00	100,0	260.00	\$6.500 00	\$0.00 \$0.00	5
COLD WATER A/G	200	LFT \$25,00	\$5,000.00 200.00	00'000'55	100.0		00000	0000	0.001
PLUMBING FIXTURES	18	EA \$1,150.00	\$20,700.00 18.00	\$20,700.00	100.0	J.	00,000,00	20.00	100.0
SPRINKLER HEADS	123	EA . \$30.00	\$5,130.00 171.00	SS 130 m	0000		920,100.00	\$0.00	100.0
FIRE PROTECTION PIPING	1.950	15T	1		O'DO	171.00	\$5,130.00	\$0.00	100.0
		1	242,900,00 1,950,00	0	100.0	1,950.00	\$42,900.00	\$0.00	100.0
ELECTRICAL WORKS (16)			588,230.00	\$88,230.00		88	\$88,230,00	\$0.00	100.00
Electrical Demolition		LS \$7,895.60	\$7,895.60 1.00	\$7.895.60	1000				П
Branch Power Rough-In	6,100	LF \$4.00	\$24,400.00 6,100.00		2 6		57,895.60	80.00	100,0
Lighting Reugh-in	7.600	11.			no.ou	5,100.00	\$24,400.00	\$0.00	100.0
Class Class Control	-		\$30,400.00 7,600.00	\$30,400.00	100.0	7,600.00	\$30,400.00	\$0.00	100.0
Sherill Conzult Rough-in	1,400	\$4.00	\$5,600.00 1,400.00	\$5,600.09	100.0	1 450 00 6	CE SAG DO		Ĭ
Communication Conduit Rough-in	2,100	LF \$4.00	\$8,400.00 2,100.00	\$8.400.00	100 0		no onorio	20,08	100.0
Access Control CCTV Conduit Rough-in	-	1.5	N 0			2,100.00	28,400.00	30.00	100.0
Branch Douge Weins	_	-	7.00	53,500.00	160.0	\$ 00.7	\$3.500,00	\$0.00	100.0
Party Date 1100	16,600	LF \$0.50	\$8,000.00 18,000.00	\$8,000.00	100.0	16,000.00	S8.000.00	00 03	000
Lighting Distribution Withing	14,100	1.5 \$0.50	\$7,050.00 14,100.00	\$7,050.00	100.0		67.050.00	on oe	3
Fire Alarm System Wring	4,000	LF \$0,50	\$2,000.00 4,000.00	\$2,000.00	100:01		200000	30.00	100.0
Elactrical Room Feeders Wiring	-	LS \$2,000.00	\$2,000.00 1.00		100 0		52,000,000	80.00	100.0
Wring Devices Furnish & Installation	148	E.B. 640.00				1.00	\$2,000.00	\$0.00	100.0
777			91,480,00	\$1,480.00	100.01	148.00.	24 400 00		

Monday, April 14, 2014

BREAK-DOWN FOR PAYMENT PROYECTO: ISTAL MODULOS Y MEJORAS INTERIORES PISO-17, F. I EDIF. NORTE/ ROBERTO SANCHEZ VILELLA (MINILLAS)-SAN JUAN

CERTIFICACIÓN#; <u>g</u> PERÍOD ENDING; <u>giatizo13</u>

Page 4 of 4

CONTRATISTA: AIREKO CONSTRUCTION, CORP.

PO BOX 2128 SAN JUAN PR 00922-2128

TOTAL TO DATE IMISED	AMOUNT BALANCE CI	S., duu, au S0.80 100.0	\$107,725.60		00 \$15,000.00 \$0.00 100.0	\$15,000.00	\$0.00 etc	₹:	AUTORIDAD DE EDIFICIOS PÚBLICOS Arq. Heidy De la Cruz
IS PERIOD	AMOUNT QT	-			7,00		\$8,283,62	APPROVED BY:	AUTORIDAD DE EDIF
	\$7,000.00 100.0	\$407 79E GA	4101,1 AD.00	\$15.000.00		\$18,000.00	\$1,122,572.48	RECOMMENDED BY:	Ing. José Girona Coordinador Proyecto AEP
- 1	\$7,000.00	\$107,725.60		\$15,000.00		Doronoriese	\$1,130,856,00	RECO	Ing. Jo
4 300	7 EA \$1,000,00	Sub Total		1 LS \$15,000.00	Sub Total		OTAL GENERAL:	RECOMMENDED BY:	Arq. Felix Vizcaya Inspección AEP
DESCRIPTION	49 Electrical Panels (Gea) & DTT (1ea) Furnish & Inst.	>		50 ASBESTOS REMOVAL ALLOWANCE				SUBMITTED BY:	

Monday, April 14, 2014

Cașe:17-03283-LTS Doc#:23627 Filed:02/24/23 Entered:02/24/23 18:59:22 Desc: Main Document Page 182 of 236

#### COMPANIANT CORPORACION DEL FONDO DEL SEGURO DEL ESTADO (1985) AND MANAGORAL CALLANDA DIVISIÓN DE SEGURO E INTERVENCIONES



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rtificamo	s que el patro	no	AIREKO CONSTRUC	TION	=2	4041	4-00000
mple con	los siguientes	s requisito:	para la obtención de la	cubierta para sus	obletos o		
pleados,	, en caso de o	currir un a	ccidente del trabajo:				
	1. Rindió s	u declarac	ión de la nómina en:	27 DE JULIO	DE 2013		
	2. Su póliz	a cubre lo	s siguientes riesgos:  CONSTRUCCION CO	6306-266 ALC		ADO PLUVIA	
		5057-271	INSTALACIONES ELE	CTRICAS	3631-180	FUND., HE	RRERIAS
		5213-277	CONSTRUCCION CO	N HORMIGON, LA	DRILLOS C	BLOQUES [	
		32.13-21	HORMIGON	5507-261 CAF	RR., CALLE	S, PISTAS,	
				TERRAPLENE	S Y URBAN	IIZACION DE	TERR.
	3. Pagó las	s primas e	stablecidas por et Admin	istrador en:		8	
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		_					
	4. La póliz	za cubre l	a (s) localidad (es)				
	ROBERTO		E GOBIERNO				
	SAN JUAN						
	OAN JOAN	,, 020					
	5. El mont	tante del i	proyecto:	\$1,130,8	356:00		
	Nómina Es			\$361,87	73.92		
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TOE BA	NTIAGO CRI	JZ			6 DE AGOS	STO DE 2013	
10 1 -031						Fecha	

Document Page 183 of 236

AIRECO1

OP ID: KSA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DO/YYYY)

08/05/13

_				OF WESTIAM ON	17 A.B.	ID CONFEDE	NO DICUTO	UDON THE CERTIFICATE L	IN DED THIS
L.	THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMATED ON THIS CERTIFICATE OF IT REPRESENTATIVE OR PRODUCER,	TIVE NSUR AND	LY O ANCI THE	R NEGATIVELY AMEND E DOES NOT CONSTITU CERTIFICATE HOLDER.	), EX° JTE #	TEND OR AL' CONTRACT	TER THE C BETWEEN	OVERAGE AFFORDED BY T THE ISSUING INSURER(S),	HE POLICIES AUTHORIZED
1	IMPORTANT: If the certificate holds the terms and conditions of the policy	y, ce	rtain	policles may require an	polic endor	cy(ies) must b sement. A sta	e endorsed atement on t	. If SUBROGATION IS WAIVE this certificate does not confe	ED, subject to r rights to the
_	certificate holder in lieu of such end conucer	orsen	ientis	787-641-273	8 CON	ITACT			
Ca	irrión Laffitte & Casellas, D Box 195556			787-641-267	PHO	NE No, Ext):		FAX (A/C, No):	
Sa	n Juan, PR 00919-5556				I E-M/	AIL RESS:			
	D.					IN	SURER(S) AFFO	ORDING COVERAGE	NAIC #
1						RERA: Triple			
INS	Aireko Construction Co	rp			INSU	RERB: Liberty	Internatio	nal Underwri	23035
	PO Box 2128 San Juan, PR 00922-21:	28			INSU	RERC:			
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INS		IADD	LISUBI	Ri sanapan (2004 News		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS	
	GENERAL LIABILITY	1	1					EACH OCCURRENCE \$	1,000,000
В	X COMMERCIAL GENERAL LIABILITY	X	1	DGL-PR-087954-3		10/01/12	10/01/13	DAMAGE TO RENTED	50,000
	CLAIMS-MADE X OCCUR		1			1		MED EXP (Any one person) \$	5,000
		-						PERSONAL 8 ADV INJURY \$	2,000,000
	U	-						PRODUCTS - COMP/OP AGG \$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER	1	1					PRODUCTS - COMP/OP AGG   \$ Emp.Benef   \$	1,000,000
~	POLICY JECT LOC	-	1			+	-	COMBINED SINGLE LIMIT (Ea accident) \$	1,000,000
	X ANY AUTO	x	1	CA4-46063151		10/01/12	10/01/13	BODILY INJURY (Per person) \$	
Ser.	ALLOWNED SCHEDULED					1		BODILY INJURY (Per accident) \$	
	X HIRED AUTOS X AUTOS NON-OWNED AUTOS	-	1					PROPERTY DAMAGE (Per accident)	
								\$	
	X UMBRELLA LIAB X OCCUR						40104140	EACH OCCURRENCE \$	25,000,000
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n	AND EMPLOYERS' LIABILITY Y/N	-		DGL-PR-087954-3		10/01/12	10/01/13	EL EACH ACCIDENT S	1,000,000
В	ANY PROPRIETOR PARTNER EXECUTIVE DFFICER MEMBER EXCLUDED?	NIA	1 1	EMP.STOP GAP		1		E.L. DISEASE - EA EMPLOYEE \$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	1						E.L. DISEASE - POLICY LIMIT \$	1,000,000
	DESCRIPTION OF OPERATIONS COMM								
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (	Attach A	CORD 101, Additional Remarks \$	chedule	e, If more apace is a	equired)		
RE:	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC INSTALACION DE MODULARES & D 17 CENTRO GUBERNAMENTAL F	MEJ ROBE	ORAS RTO	S INTERIORES SANCHEZ VILELLA	chedule	e, is mote apace is i	-squirea)		
CE	RTIFICATE HOLDER	-			CAN	CELLATION			
	AUTORIDAD DE EDIFICIO	DS P	NBLI	AUTOED1	SHO	OULD ANY OF THE	DATE THE	SCRIBED POLICIES BE CANCELL REOF, NOTICE WILL BE DEL PROVISIONS (14)(CY, 13)	LIVERED IN
~~ =	SAN JUAN, PR 00940-102	29			AUTHO	RIZED REPRESENT		DE AEROENBATA	

THIS ENDORSEMENT EFFECTIVE 8/05/13 PART OF POLICY NO. DGL-PR-087954-3, CA4-6063151, UMBPR0972733

INSURED TO: AIREKO CONSTRUCTION CORP.

#### **ADDITIONAL INSURED**

IT IS HEREBY UNDERSTOOD AND AGREED THAT <u>AUTORIDAD DE EDIFICIOS PUBLCIOS</u> INCLUDED AS ADDITIONAL INSURED UNDER THIS POLICY BUT ONLY WITH RESPECT TO THE LIABILIT ARISING OUT OF THE ON GOING OPERATIONS, PERFORMED BY THE NAMED AND ONLY WITH RESPECT TO THE PROJECTS DESCRIBED BELOW.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

#### HOLD HARMLESS AGREEMENT

THE CONTRACTOR, FOR ITSELF, AGENTS, EMPLOYEES, SUCCESSOR AND ASSIGNS AGREES TO AND HOLD HARMLESS THE OWNER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND/OR SUITS WHETHER JUDICIAL OR EXTRA JUDICIAL FOR ANY CAUSE WHATSOEVER ARISING OUT RELATED TO THE EXECUTION OF THE CONTRACT DESCRIBED BELOW, AND IT INSURED SHALL DEFEND THE OWNER FROM SUCH CLAIMS, DEMANDS AND/OR SUITS AND SHALL BEAR ALL THE EXPENSES FOR MUCH DEFENSE CONTEMPLATED WITHIN THE COVERAGE AND LIMITS PROVIDE BY THIS POLICY, EXCEPT WHERE SUCH CLAIMS DEMANDS AND/OR SUITS ARE DUE SOLELY TO NEGLIGENCE OF:

#### **AUTORIDAD DE EDIFICIOS PUBLCIOS**

THIS HOLD HARMLESS AGREEMENT DOES NOT EXTENDED, MODIFY, INCREASE LIMITS OF, OR OTHERWISE ALTER THE COVERAGE PROVIDE BY THIS POLICY.

#### **CANCELLATION CLAUSE**

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE EVENT OF CANCELLATION OF THIS POLICY, THIRTY (30) DAYS WRITTEN NOTICE SHALL BE GIVEN EXCEPT FOR NON PAYMENT PREMIUM IN WHICH CASE TERMS AND CONDITIONS PROVIDED IN ENDORSEMENT IL 0136 ARE APPLICABLE UNDER THIS POLICY.

#### **AUTORIDAD DE EDIFICIOS PUBLCIOS**

RE: INSTALACION DE MODULARES & MEJORAS INTERIORES PISO 17 CENTRO GUBERNAMENTAL ROBERTO SANCHEZ VILELLA

All others terms and conditions of this policy remain unchanged.

GENELITE DE REFERENCE

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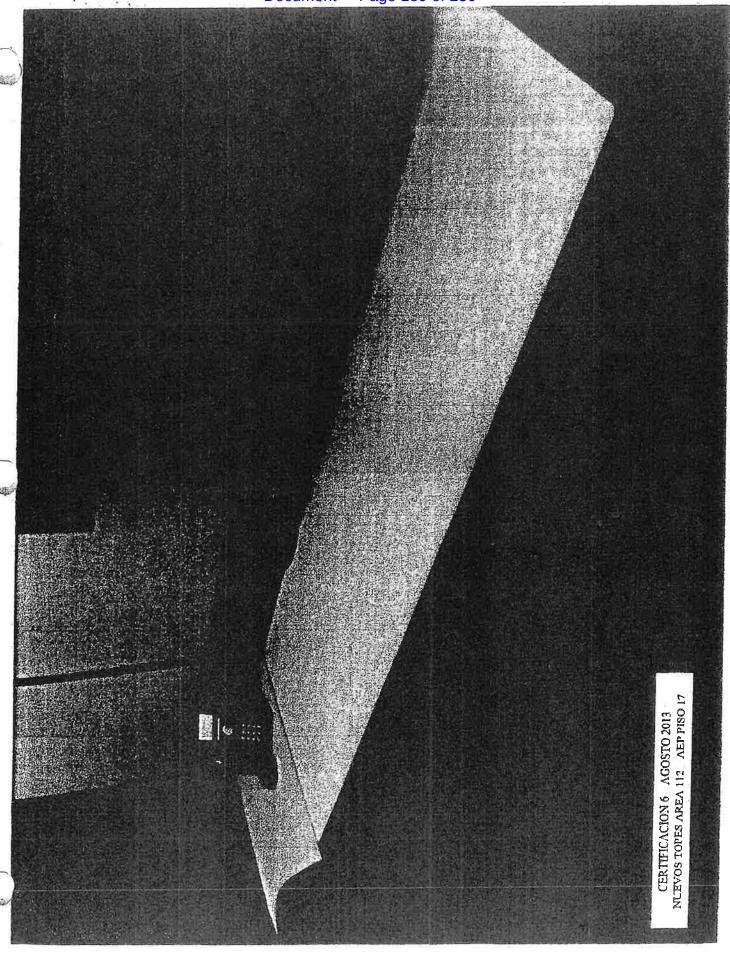
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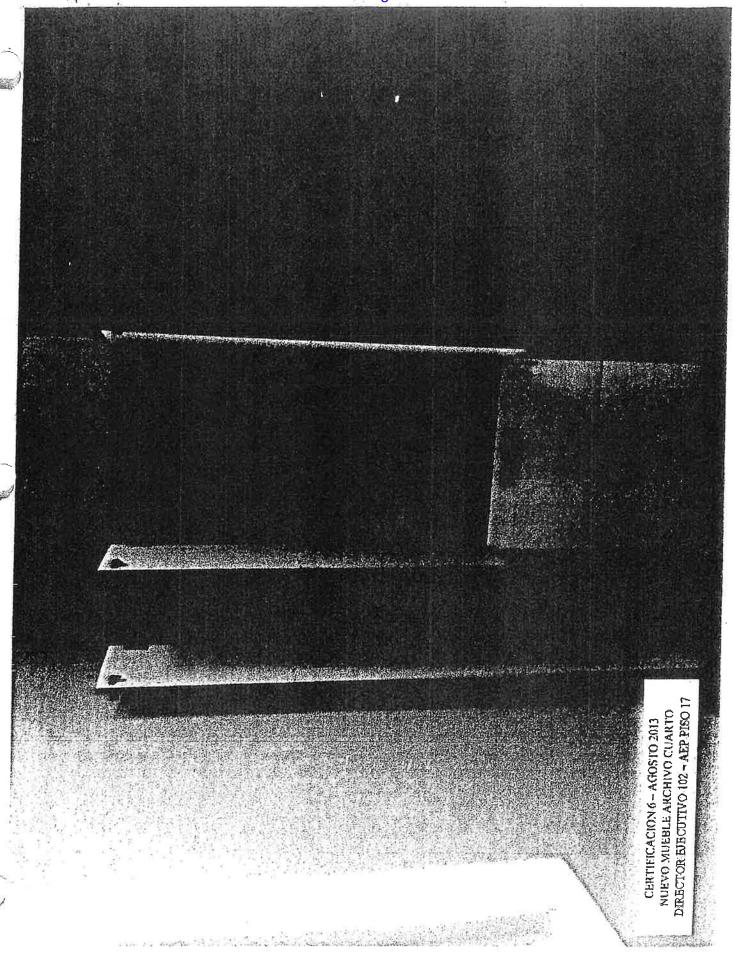
# (b) WHERE FRINGE BENEFITS ARE PAID IN CASH

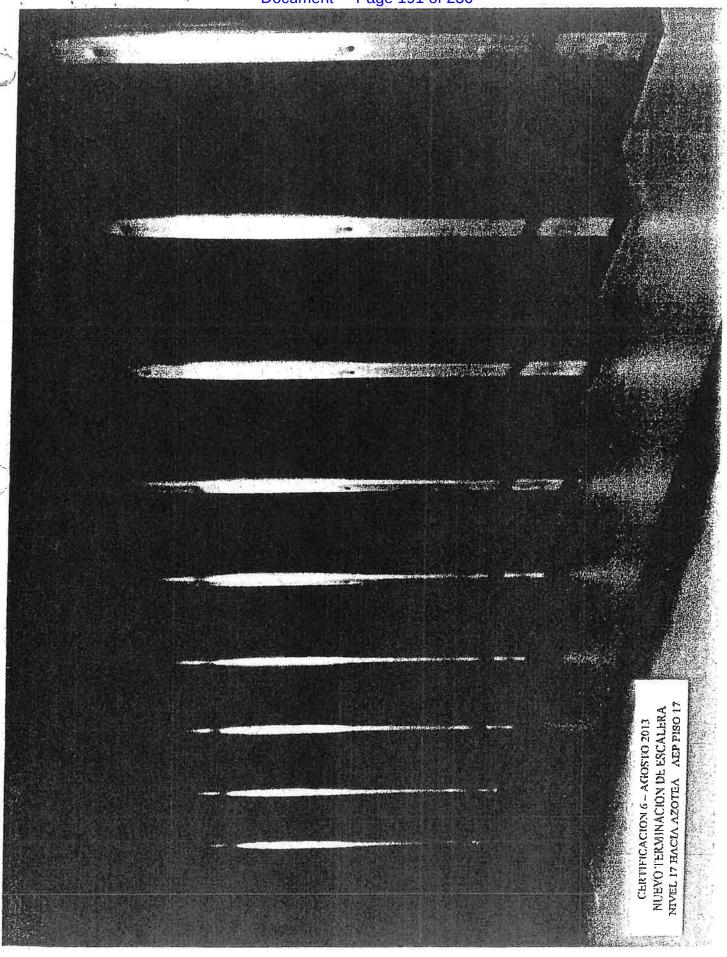
— Each laborer or mechanic listed in the above reterenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

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NAME AND TITLE  JOSÉ A. Ruiz Morales - Accounts Payable Supervisor  THE WILLFUL FALSIFICATION O FANY O FT HE ABOT SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION 31 OF THE UNITED STATES CODE.		- Sec abbitrary to see - 3	REMARKS						EXCEPTION (CRAFT)
SIGNATURE  JOSÉ A. Ruiz Morales - Accounts Payable  Supervisor  THE WILLFUL FALSIFICATION O FANY O FT HE ABOVE ST ATEUBLISMS M AY SUBLICITIFIED NITRACTOR OR SUBCONTRACTOR TO COYL OR CRIMINAL PROSECUTION 1001 OF TITLE 15 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.									EXPLANATION







## Certificación #7 (Factura #AI-24-08098)



PO Box 2128 San Juan PR 00922-2128 (787) 653-6300 Fax(787) 653-0121/0122/0123/119 Tuque Ind. Park Ponce PR 00731-7600 787)844-4001 Fax (787) 793-3555

#### LETTER OF TRANSMITTAL

201210-170

DATE	5/14/201	JOB NO.	SUBMITTAL NO.
	3/14/201	**	
JOB NA	ME	INST. DE MODU	JLARES Y MEJ. INTERIORES P-17 MINILLAS
TO:	AUTORIDAD DE EDIF		
ATÍN:	ING. GERARDO CRES	PO	Under separate cover via the following items    Samples   Condition   Conditio
WE ARE	SENDING YOU  Drawings  Copy of Letter	☐Attached ☐Prints ☐Change Order	Other Specifications
COPIES	DATE	NUMBER	DESCRIPTION
4	1@31/AGOSTO/13		CERTIFICACION NO. 7 - \$60,248.77 AI-24-08098)
			Breakdown for Payment.
			•CD
			• RELEVOS
·/			
-			
THESE AR	E TRNSMITTED as checked b	elow:	
For App	proval		REMARKS: IF ANY OF THE ABOVE LISTED SPECIFICATIONS, DRAWINGS AND / OR
For you			DOCUMENT ARE INCOMPLETE OR MISSING, PLEASE NOTIFY US
As requ	rested		IMMEDIATELY. A COMPLETE SET OF ALL SPECIFICATIONS
Disappi			DRAWINGS, ADDENDUMS AND DOCUMENTS PERTAINING TO THIS
2.1.2	ed as submitted		BID IS AVAILABLE FOR YOUR REVIEW AT OUR CAGUAS OFFICE.
j.	ed as noted		3
	ed for corrections		
_	and Resubmit		
-	copies for distribution		
	corrected prints		
	ew and comment		
For bids			
Prints n	eturned after loan to us	KENNETH BAEZ -	PROJECT MANAGER DATE: 05-14-2014
RECEIVE			NZÁLEZ DATE: MERYD 16/2014

	AUTORIDA	D DE	EDIFICIOS PUBLICOS	
	AREA DE DE	SARF	ROLLO DE PROYECTOS	7.1
		ng.	RETENIDO FINAL	
HOJA DE COTEJO D	DE CERTIFICACIÓN #	7	KEIENIDOIMAL	
	INST. MODULARES Y ME	FJ INT	r. P-17	
PROYECTO:	SAN JUAN, PR	_0. ((*)		
MUNICIPIO	1120M			
AEP #: PERIODO DE LA CE		@ 31 /	AGOSTO 2013	
CERTIFICO QUE LAS POR LO QUE RECOI	S SIGUIENTES PARTIDAS MIENDO PROCESAR ESTA	HAN S A CER	SIDO VERIFICADAS POR MÍ, TIFICACIÓN PARA PAGO.	
HOJA DE	DESGLOSE DE PAGO INI	CIADA	POR TODAS LAS PARTES.	
FIRMA DE	E INSPECTOR EN CERTIFI	ICACÓ	)N *	
FIRMA DE	E SUPERVISAOR EN CERT	TIFICA	CIÓN *	
DESCLOS	SE DE PAGO COTEJADO N	MATEN	MÁTICAMENTE	
NOMINAS	DE PERIODO - INCLUIDA	Ą		
FORMA S	SCHEDULE OF MATERIALS	STORE	E - INCLUDA	
FACTURA	AS DE MATERIAL ON SITE	(INDI	CAR LA CANTIDAD DE FACTURA	(S)
FORMA D	DE SUMMARY OF MATERIA	AL ON	SITE INCLUIDA	
CURVA "S	S" - (DIAGRAMA DE BARRA	AS)		*1
POLIZA B	UILDER RISK VIGENTE		FECHA DE VENCIMIENTO:	N/A
POLIZA P	UBLIC LIABILITY VIGENTE	E	FECHA DE VENCIMIENTO:	N/A
POLIZA F	.s.e. VIGINGE		FECHA DE VENCIMIENTO:	N/A
POLIZA D	DE WORKER'S COMPSATIO	ON	FECHA DE VENÇIMIENTO:	N/A
EVIDENC	IA DE PAGO DE POLIZAS	(RECI	BO DE PAGO) (SI APLICA)	
NOMBRE DE INSPE	CTOR:			
FIRMA DE INSPECT	OR:			
FECHA:			ALL THE REAL PROPERTY.	6
* DEBE SER EL PRIN	NCIPAL DE LA FIRMA EN L	os c	ASOS DE LA INSPECCION Y	1 DOD ( 1
SUPERVISIÓN. EN C	CASO DEL CONTRATISTA  SOMETIDO LA DOCUMEN	PUED	E SER LA PERSONA AUTORIZAD ÓN CORRESPONDIENTE A LA AG MAQUINILLA O EN LETRA DE MO	JENUIA.



One Tower Square Hartford, CT 06183

August 30, 2012

Autoridad de Edificios Públicos PO Box 41029 San Juan, PR 00940

RE: AIREKO CONSTRUCTION CORPORATION

BOND NO. 105694266

PROJECT: "INSTALACIÓN DE MODULARES Y MEJORAS INTERIORES PISO 17 DEL CENTRO GUBERNAMENTAL ROBERTO SÁNCHEZ VILELLA, SAN JUAN, PUERTO RICO SEGÚN SUBASTA NÚMERO AEP-1120-M"

Dear Sir or Madam:

At the request of Aireko Construction Corporation as contractor under project in caption, we wish to confirm that we have no objection to the final release on any amount retained due them for the work performed in the contract.

This release in no way affects our obligations under the bond whereby the Company assumes responsibility for any claim from subcontractors and suppliers that may arise against the contractor or against the owner under the terms and conditions of the bond.

Yours truly,

TRAVELERS CASUALTY AND SURETY COMPANY

Maria A. Bras

Attorney in Fact



25 DE SEPTIEMBRE DE 2012

AUTORIDAD DE EDIFICIOS PUBLICOS P O BOX 41029 SAN JUAN, PUERTO RICO 00940-1029

Estimados señores:

Para su conocimiento y fines procedentes tenemos a bien informarle que el patrono, AIREKO CONSTRUCTION, CORP., el número de póliza 40414-00000 y con dirección P O Box 2128, San Juan, Puerto Rico liquidó su póliza de seguro obrero con la Corporación del Fondo del Seguro del Estado, para cubrir los trabajos de instalación de modulares y mejoras interiores en el Piso 17, Edificio Gubernamental Roberto Sánchez Vilella, San Juan, Puerto Rico.

Monto Final: \$1, 163,881.67

Para dicha póliza no tenemos inconveniente alguno en que se liquide su contrato.

Cordialmente,

JAIME FLORES LLERAS

JEFE DIVISION DE SEGURO E INTERVENCIONES

REGION DE CAGUAS



#### **CERTIFICACIÓN**

Certifico que Aireko Construction Corp., pagó los arbitrios de construcción y patentes del proyecto Instalación de Modulares y Mejoras Interiores Piso 17, Edificio Norte, Centro Gubernamental Roberto Sánchez Vilella, San Juan. Contrato: A.E.P. 1120M, el costo total del proyecto es de \$1,163,881.67.

Se expide esta certificación a petición de Aireko Constructon Corp.

Dada en San Juan, Puerto Rico el 17 de octubre de 2012.

Margarita Rivera Soto
Supervisora
Oficina de Colecturía

jer

De



PO Box 70179, San Juan, PR 00936-8179



P.O. Box 2128 San Juan, PR. 00922-2128 Tel. (787) 653-6300

**INVOICE No. AI-24-08098** DATE: 04/16/2014 CERTIFICATE FOR PAYMENT PROJECT: 17TH FL REMODELING NORTH TOWER MINILLAS CMPX CERT No: 7 Retenido Final PERIOD END:08/31/2013 PROJECT #: 201270-170 1,130,856.00 I. CONTRACT AMOUNT 33,025.67 2. APPROVED CHANGE ORDERS 1,163,881.67 3. TOTAL CONTRACT AND APPROVED CHANGE ORDERS 1,163,881.67 4. TOTAL VALUE OF WORK PERFORMED TO DATE 5. LESS: 10% RETAINAGE 6 NET AMOUNT EARNED ON WORK PERFORMED CERTIFIED TO DATE 1,163,881.67 7. LESS: NET AMOUNT PREVIOUSLY CERTIFIED 1,103,632.90 8. NET AMOUNT DUE ON WORK PERFORMED THIS PERIOD 60,248.77 9. \_\_90\_% TO BE PAID FOR VALUE OF MATERIAL STORED AT THE CLOSE OF THIS PERIOD 0.00 10. LESS: AMOUNT PAID FOR MATERIALS STORED AT THE CLOSE OF LAST PERIOD 0.00 11. AMOUNT TO BE PAID (DEDUCTED) ACCORDING TO THE DIFFERENCE BETWEEN LINES 9 & 10 OF THIS CERTIFICATE 0.00 60,248.77 12. TOTAL PAYMENT DUE THIS PERIOD (LINE 8 & 11) SUBMITTED BY: RECEIVED BY: Ing. Kenneth Bacz Project Manager DATE: APPROVED BY:

Entered:02/24/23 18:59:22 Case:17-03283-LTS Doc#:23627 Desc: Main

Blue - Const. Dept Pink - Contractor Yellow - Inspection SAN JUAN, PUERTO RICO



#### PERIODICAL ESTIMATE FOR PARTIAL PAYMENT

Periodical Estimate No.

For Period 01-Aug-13

7

Name of Contractor AIREKO CONSTRUCTION, CORP.

. to 31-Aug-13

ISTAL. MODULOS Y MEJORAS INTERIORES PISO-17, F-1 EDIF, NORTE/ ROBERTO SANCHEZ VILELLA (MINILLAS)-SAN JUAN

Project # 1120M

Contract Due Date: 16-Mar-12

Address

PO 60X 2128

----- Control No. (C.00035/11-12)

Extended Contract Due Date 04-Jun-12

	1.00				SAN JUAN	PR 00922-212	Contract No.	0-4003	SILISIA
ND.	DESCRIPTION OF ITEMS	BREAKDOWN TOTAL		PERFORMED IS PERIOD AMOUNT	PREVIOUSLY COMPLETED	COMPLETED TOTAL TO DATE 4+5	UNUSED BALANCE 2-6	% COM	. 70
(1)		(2)	(3)	(4)	(5)	(8)	77	- (8)	(9)
T	GENERAL CONDITIONS (01)	\$152,963 00		\$0.00	\$152,963,00	\$152,963.00	\$0.00	0.00	100.00
II ,	METALS (05)	\$7,380.00			\$7,380.00	\$7,380.00	\$0.00		100,00
III	MILLWORK (96)	\$12,000.00			\$12,000.00	\$12,000,00	\$0.00	1	100.00
īV	THERMALA MOISTHRI. (87)	\$426,591,00			\$426,591.00	\$425,591.00	\$0.00	1	100.00
V	DOORS & WINDOWS (08)	\$60,700.00		(* (* ) <del>**</del> (* <del>* )</del>	\$60,700.00	\$60,700.00	\$0.00		100.00
VI	FINISHES (09)	\$163,566.40	1		\$163,566.40	\$163,566.40	\$0.00		100.00
VII	SPECIALTIES (10)	\$96,700.00		200	\$96,700.00	\$95,700.00	\$0,00		100.00
VIII	MECHANICAL WORKS (13)	\$88,230.00			\$86,230,00	\$88,230,00	\$0.00		100,00
DX	ELECTRICAL WORKS (16)	\$107,725.60			\$107,725.60	\$107,725,60	\$0.00		100,00
X	ALLOWANCES(17)	\$15,000.00			\$15,000.00	\$15,000.00	\$0.00		100.00
-	K WAS ENGINEER SCHOOLSES	\$1,130,856.00		\$0.00	\$1,130,858.00	\$1,130,856.00	\$0.00	0.00	00,00

Bajo pena de mulidad absoluta certifico que ningún servidor público de la Autoridad de Edificios Públicos ex parte o tiene algún interés en las ganancias o beneficios producto del contrato objeto de esta factora y de ser parte o tener infeces co las gamento o beneficios producto del contrato ha mediado sua dispensa previa. La única consideración para suministrar los bienes o servicios objeto del centralo ha sido el pago acordado con el representante auforizado de la agencia. El importe de esta factura es justo y correcto. Los figurajos de construcções han sido realizados, los productos han sido entregation (los servicios prestados) y no ban aldo pogodos. Firma:

\$1,130,856.00 Add: Change Orders Additions - Column 3 - Schedule of Charge Order - Form PBA 1508 ...... \$38,600.67 \$5,575.00 Less: Change Orders Additions - Column 6 - Schedule of Charge Order - Form PBA 1508 ...... \$1,163,881.67 Current Adjusted Contract Amount

Thursday, April 17, 2014

# BREAK-DOWN FOR PAYMENT

CERTIFICACIÓN#: Z
PERIOD ENDING: <u>9131/2013</u>
Page 1.0f4

ISTAL. MODULOS Y MEJORAS INTERIORES PISO-17, F-1 EDIF. NORTEI ROBERTO SANCHEZ VILELLA (MINILLAS)-SAN JUAN CONTRATISTA: AIREKO CONSTRUCTION, CORP. 1420M PROYECTO#: PRO YECTO:

PG BOX 2128 SAN JUAN PR 00922-2128

CHEMENT CONNITIONS         1         LS         \$10,000.00	TEM DESCRIPTION	È			TOTAL		PREVIOUS		THIS PERIOD	TOTAL	TOTAL TO DATE	UNUSED	%
MAINCHEN LYMEN   1   15   \$15,000		3			UNIT PRICE	È O	AMOUNT	* OT	AMOUNT	<u>}</u>	AMOUNT	BALANCE	COMP.
PAYMENT R PERFORMANCE BOND         1 LS         STROAD         100         STROAD <t< td=""><td>MOBILIZATION</td><td>A 100 mm (100 mm) (100 mm) (100 mm)</td><td>F</td><td>\$10,000.00</td><td>\$10,000,00</td><td>1.00</td><td>\$10,000.00</td><td></td><td></td><td>1.00</td><td>\$10,000.00</td><td>\$0.00</td><td>100.</td></t<>	MOBILIZATION	A 100 mm (100 mm) (100 mm) (100 mm)	F	\$10,000.00	\$10,000,00	1.00	\$10,000.00			1.00	\$10,000.00	\$0.00	100.
CENTERAL LABELITY         1.5         \$8,600.00         \$1,00         \$8,600.00         1.00         \$8,600.00         1.00         \$8,600.00         1.00         \$8,600.00         1.00         \$8,600.00         1.00         \$8,600.00         1.00         \$8,600.00         \$8,000.00         \$8,	2 BULDERRISK	-	LS	\$750,00	\$750.00	1,00	\$750.00	100.0		1,00	\$750.00	\$0.00	100.
MAINCIPAL TAKEE   1   LS   \$58,542.00   \$58,542.00   \$100.0   \$68,542.00   \$100.0   \$68,542.00   \$100.0   \$10	3 PAYMENT & PERFORMANCE BOND	-	SI	\$8,608.00	\$8,608.00	1,00	\$8,508,00	100.0		1.00	\$8,608.00	\$0.00	100.1
MAINICIPAL TAXES         1         LS         \$585,42,00         1,00         \$586,42,00         1,00         \$586,42,00         50,00           MAINICIPAL TAXES         1         LS         \$585,42,00         1,00         \$586,42,00         1,00         \$58,64,00         1,00         \$58,64,00         \$0,00           MAINICIPAL PATENT         1         LS         \$58,64,00         1,00         \$58,64,00         1,00         \$58,64,00         1,00         \$58,64,00         1,00         \$58,64,00         1,00         \$58,64,00         1,00         \$58,64,00         1,00         \$58,64,00         \$0,00	4 GENERAL LIABILITY		13	53,993.00	\$3,993.00	1,00	\$3,990,00	100.0		1.00	\$3,993,00	\$0.00	100.
MUNICIPAL PATENT         1         LS         \$55,64.00         1.00         \$55,654.00         1.00         \$55,654.00         \$50,00           MORNARIEWS COMPENSATION (CFSE)         1         LS         \$26,416.00         1.00         \$26,416.00         1.00         \$26,416.00         \$0.00           DEMOLITONIS         1         LS         \$40,000.00         \$40,000.00         1.00         \$26,416.00         1.00         \$26,416.00         \$0.00           DEMOLITONIS         1         LS         \$40,000.00         \$40,000.00         1.00         \$26,416.00         1.00         \$56,416.00         \$0.00           DEMOLITONIS         1         LS         \$1,000.00         \$1,000.00         \$100.0         \$100.0         \$100.00	5 MUNICIPAL TAXES	-	ડા	\$56,542.00	\$56,542.00	1,00	\$56,542,00	100.0		1.83	\$56,542.00	80.00	160.
WORKNENS COMPENSATION (CFSE)         1         LS         STEA/HELDO         1,00         STEA/HELDO         1,00         STEA/HELDO         50,000           DERIOLITIONIS         1         LS         STADBOLDO         1,00         STADBOLDO         1,00         STADBOLDO         1,00         STADBOLDO         1,00         STADBOLDO         STADBOLDO         1,00         STADBOLDO         STADBOLDO         STADBOLDO         1,00         STADBOLDO	6 MUNICIPAL PATENT	-	rs.	\$5,654,00	\$5,654.00	1.00	\$5,654,00	100.0		1.00	\$5,654.00	\$0.00	100.
DEMOCHTIONS         1         LS         \$44,0000.00         1,00         \$40,000.00         1,00         \$40,000.00         \$50,000.00           DEMOCHTIONS         5ub Total         1         LS         \$1,000.00         \$1,000.00         1,00         \$40,000.00         \$50,000.00           METALS/RISH         5ub Total         1         LS         \$1,000.00         \$1,000.00         \$100.0         \$100.00 <td>WORKMEN'S COMPENSATION (CFSE)</td> <td>-</td> <td>S7</td> <td>\$25,416.00</td> <td>\$26,416.00</td> <td>1.00</td> <td>\$26,416.00</td> <td>100,0</td> <td></td> <td>1.00</td> <td>\$26,418.00</td> <td>80.00</td> <td>100.</td>	WORKMEN'S COMPENSATION (CFSE)	-	S7	\$25,416.00	\$26,416.00	1.00	\$26,416.00	100,0		1.00	\$26,418.00	80.00	100.
DEMOBILIZATION   1   LS   \$1,000.00   \$1	DEMOLITIONS	-	LS.	840,000.00	\$40,000.00	1.00	\$40,000.00	100.0		1,00	\$40,000.00	20.00	100
METALS (08)         SED TOLISI         \$152,863.00         \$152,963.00         \$152,963.00         \$152,963.00         \$152,963.00         \$150,00		-	S	\$1,000.00	\$1,000.00	1.00	\$1,000.00	100.0		1.00	\$1,000.00	\$0.00	1001
METAL SIS GATES         4         EA         \$450.00         4,00         \$1,800.00         100.00         4,00         \$1,800.00         4,00         \$1,800.00         4,00         \$1,800.00         4,00         \$1,800.00         \$1,800.00         4,00         \$1,800.00		gng	Total		\$152,963.00		\$152,983.00		50.00		6483 063 00	6	100
METAL SIS GATES         4         EA         \$450.00         \$1,800.00         4,00         \$1,600.00         4,00         \$1,600.00         \$20.00           VEHTCAL LADDERS         8         EA         \$500.00         \$4,800.00         \$4,800.00         \$100.0         \$6.00         \$4,800.00         \$50.00         <	METALS (05)										000000000000000000000000000000000000000	no ne	DO.OU
VERTCAL LADDERS         B         EA         \$500.00         8.00         \$4,800.00         100.0         100.0         8.00         \$4,800.00         \$500.00           HANDRAILS         SUD TOLIN         \$12.00         \$77,380.		4	EA	\$450.00	\$1,800.00	4.00	\$1,800.00	100.0		4,00	\$1,800.00	\$0,00	100.
HANDRAILS         ES         LF         \$12.00         \$780.00         \$780.00         \$780.00         \$77.380.00         \$50.00         \$77.380.00         \$70.00 <td>VERTCAL LADDERS</td> <td>60</td> <td>适</td> <td>\$600.00</td> <td>\$4,800.00</td> <td>8.00</td> <td>\$4,800,00</td> <td>100,0</td> <td></td> <td>8,00</td> <td>\$4,800.00</td> <td>80.00</td> <td>100,</td>	VERTCAL LADDERS	60	适	\$600.00	\$4,800.00	8.00	\$4,800,00	100,0		8,00	\$4,800.00	80.00	100,
MILLAYORK (Ref)         STABOLDO         \$7,380.00         \$7,380.00         \$7,380.00         \$7,380.00         \$0.00         \$7,380.00         \$0.00		88	5	\$12.00	\$780.00	65.00	\$780.00	100.0		65.00	\$780.00	20,00	1003
MILLY/ORK (Not)         WILLY/ORK (Not)         48         LF         \$250.00         \$12,000.00	Control of the contro	Sub	Total		\$7,389.00		\$7,380.00			and the standard of the standard of	F 400 00		
WOOD CABINETS         48         LF         \$250.00         \$12,000.00											מיממימימימימימימימימימימימימימימימימימימ	מימפ	100.0
THERMAL & MOISTURE (07)  BUILT-UP ROOF SYSTEM NO. 1  LS \$144,963.00 \$163,292.00 1.00 \$163,292.00 1.00 \$163,292.00 1.00 \$163,292.00 \$500.00 \$50		48	4	\$250.00	\$12,000,00	48,00	\$12,000.00	100.0		48.00	\$12,000.00	30.00	100.
HIRKMAL & MOISTIRE (07)  BUILT-UP ROOF SYSTEM NO. 1  BUILT-UP ROOF SYSTEM NO. 2  LS \$183,292.00  S163,292.00  1.00  \$100.0  1.00  \$163,292.00  1.00  \$160.0  1.00  \$160.0  \$16	1	Sub	Total		\$12,000,00	1	\$12,000.00		T		\$12,000.00	\$0.00	100,0
BUILT-UP-ROOF SYSTEM NO. 2 1 LS \$163,292.00 1,00 \$163,292.00 100.0 1,00 \$163,292.00 50.00 \$0.00 \$163,00 \$0.00		The state of the s	13	\$144,863.00	5144 983 00	10.	CHAN DET ON	9 007					
1.00 \$163,292.00 1.00 \$163,292.00 1.00 \$163,292.00 1.00 \$163,292.00 1.00 \$163,292.00 \$163,					Agrana's Lie	100	00,000,000	0.00		1,00	\$144,963.00	\$0.00	100
		*13. ,	S	\$183,292,00	\$163,292.00	1,00	\$163,292.00	100.0		1,00	\$163,292,00	\$0.00	100

Thursday, April 17, 2014

BREAK-DOWN FOR PAYMENT

CERTIFICACIÓN #: Z
PERIOD ENDING: 8/31/2013 Page 2 of 4

CERTIFICACIÓN #:

ISTAL. MODULOS Y MEJORAS INTERIORES PISO-17, F-1 EDIF. NORTE/ROBERTO SANCHEZ VILELLA (MINILLAS)-SAN JUAN CONTRATISTA: AIREKO CONSTRUCTION, CORP. 1120M PROYECTO #: PROYECTO:

FO BOX 2128 SAN JUÁN PR 00922-2128

CERTIFICACIÓN #: <u>1</u>
PERIOD ENDING: <u>8/31/2013</u> Poge 3 of 4

BREAK-DOWN FOR PAYMENT
PROYECTO: ISTAL, MODULOS Y MEJORAS INTERIORES PISO-17, F- I EDIF. NORTE/ROBERTO SANCHEZ VILELLA (MINILLAS)-SAN JUAN

CONTRATISTA: AIREKO CONSTRUCTION, CORP. PO BOX 2128 SAN JUAN PR 00922-2128

1120M

PROYECTO #:

NECTION CLIVE CONTIN	TEM	KOH GIO				TOTAL		PREVIOUS		THIS PERIOD	90	TOTAL	TOTAL TO DATE	UNUSED	26
NECHANICALI, WORKEY (E)         SECTION OF THE COLOR         SECTIO	5		SubTot	E T	UNIT PRICE	196,700.00	Ç.	S96,700.00		7.1	FOUNT	<del>ر</del> ۲	AMOUNT	BALANCE	COMP.
NECHANICAL DENICLITICAL   1   1   2   25,000   10   10   10   10   10   10   10	₽		3000 mm mm 1000	1	1 1 ? !		Same Same		2.00		*	× 8 8	no no sast	00°0¢	100.00
SAME PARTICLE   ACCOUNTER ANG   SAME SAME SAME SAME SAME SAME SAME SAME	SH	RECHANICAL DEMOLITION	-	જ	\$8,000.00	\$8,000.00	1.00	\$8,000.00	100.0	2000 V		1,00	\$8,000.00	SD.00	100.0
COLD WATER AGE         200 ULFT         SSADOLO         200.00         SSADOLO         COLD WATER AGE         TOLD	33	10	-	<u> </u>	\$25.00	\$6,500.00	260,00	\$6,500.00	100.0	1	1 1 1	260.00	\$6,500.00	\$0.00	100.0
FINITY ENTRY LEW INCOME. PLAN 1450 TO 1150.00 140.00 160.	#	COLD WATER A/G	1	<u>L</u>	\$25.00	\$5,000.00	200.00	\$5,000.00	100.0			200.00	85,000.00	\$0.00	100.0
PRINALE RELDS         177 EA         \$30.00         \$51,30.00         171,00         \$51,30.00         171,00         \$51,30.00         171,00         \$51,30.00         \$77,805.00         100.0         171,00         \$71,00 <td>35</td> <td></td> <td></td> <td>ā</td> <td></td> <td>\$20,700.00</td> <td>18.00</td> <td>\$20,760.00</td> <td>100.0</td> <td></td> <td></td> <td>18.00</td> <td>\$20,700.00</td> <td>\$0.00</td> <td>100.0</td>	35			ā		\$20,700.00	18.00	\$20,760.00	100.0			18.00	\$20,700.00	\$0.00	100.0
FILE CTRISTICAL WORKS (16)         SEA 200.00         1,000         1,000         1,100         542,600.00         500.00           FILE CTRISTICAL WORKS (16)         SEA 200.00         1,000         37,895.60         37,895.60         37,895.60         37,895.60         37,895.60         37,895.60         37,895.60         37,895.60         37,895.60         37,895.60         37,895.60         37,895.60         37,895.60         37,895.60	92	SPRINKLER HEADS	Ĺ	E	\$30.00	\$5,130.00	171.00	\$5,130.00	100,0			171.00	\$5,130.00	\$0.00	100.0
ELECTRICAL, WORKS (fin.)         Sub Total         \$88,230,00         \$100         \$1,00	<b>D</b>	PRE PROTECTION PIPING	100	 5	\$22.00	\$42,900.00	1,950.00	\$42,900.00	100.0	T/		1,950.00	\$42,900.00	\$0.00	100.0
ELLECT RECALL WORKS (Ed.)         EL	1		Sub Tot	75		\$88,230.00		\$88,230.00					\$00 000	6004	000
Banch Power Rough-in         6,100         LF         \$4,00         \$7,895.00         1,00         \$7,895.00         50.00           Lighting Rough-in         7,800         LF         \$4,00         6,100.00         \$7,400.00         1,00         \$7,895.00         50.00           Fre Alarm Conduit Rough-in         7,800         LF         \$4,00         6,100.00         \$5,400.00         1,000.0         \$7,600.00         \$7,600.00         \$5,000.00	× 100	ELECTRICAL WORKS (14) Redrical Demolition		1.	10	A 200 CA							00000000	DO'AR	DO TO
Lighting Rough-in Access Central Conduit Rough-in Statem         7,500         LF         \$4,000         \$7,400.00         \$7,400.00         \$7,400.00         \$7,400.00         \$7,400.00         \$7,400.00         \$7,400.00         \$7,400.00         \$7,400.00         \$7,400.00         \$7,400.00         \$7,400.00         \$7,400.00         \$7,400.00         \$7,600.00	0	Bank Drugs Death in			300000	00,080,76	00.1	57,895,60	100.0			1,00	\$7,895.60	20.00	100.0
Lighting Rough-in         7,600         LF         \$4,00         7,600.00         7,600.00         7,600.00         7,600.00         7,600.00         7,600.00         80,000         90,000         80,000         90,000			I	5	24.00	\$24,400.00	6,100.00	\$24,400.00	100,0			6,100.00	\$24,400.00	\$0.00	100.0
Fire Alarm Conduit Rough-in         1,400         LF         \$4,00         \$5,600.00         \$1,400.00         \$5,600.00         \$1,400.00         \$5,600.00         \$5,600.00         \$5,600.00         \$5,600.00         \$5,600.00         \$5,600.00         \$5,600.00         \$5,600.00         \$5,600.00         \$5,600.00         \$5,600.00         \$5,000.00         \$5,600.00         \$5,000.00			-	<u> </u>	S4.00	\$30,400.00	7,600.00	\$30,400.00	100.0	76 2 1		7,600.00	\$30,400.00	\$0.00	100.0
Controundication Conduit Raugh-in         2.100         LF         S4.00         2.100.00		Fre Alarm Conduit Rough-in	1,400	<u></u>	\$4.00	\$5,600.00	1,400.00	\$5,600.00	100.0			1,400.00	\$5,600.00	\$0.00	100.0
Access Cantrol CCTV Conduit Rough-in 16,000         T         LS         \$500.00         T         C         \$3,500.00         T         C         \$3,500.00         \$3,500.00         \$3,500.00         \$3,500.00         \$3,000.00 <td>~</td> <td>Communication Condult Raugh-in</td> <td>2,100</td> <td>i</td> <td>\$4.00</td> <td>\$8,400.00</td> <td>2,100.00</td> <td>\$8,400.00</td> <td>100.0</td> <td>F 74 14 14 14 14 14 14 14 14 14 14 14 14 14</td> <td></td> <td>2,100.00</td> <td>\$8,400.00</td> <td>\$0.00</td> <td>100.0</td>	~	Communication Condult Raugh-in	2,100	i	\$4.00	\$8,400.00	2,100.00	\$8,400.00	100.0	F 74 14 14 14 14 14 14 14 14 14 14 14 14 14		2,100.00	\$8,400.00	\$0.00	100.0
Branch Power Wing         T6,000         LF         \$0.50         18,000.00         \$8,000.00         100.0         16,000.00         \$8,000.00         \$0.00           Lighing Distribution Winning         4,100         LF         \$0.50         \$7,050.00         4,000.00         \$7,050.00         \$7,050.00         \$0.00           Fire Allorm System Winning         LF         \$0.50         \$2,000.00         4,000.00         \$2,000.00         4,000.00         \$2,000.00         \$2,000.00           Excipital Room Feeders Winning         L         LS         \$2,000.00         \$2,000.00         1,00.0         \$2,000.00         4,000.00         \$2,000.00         \$2,000.00           Winning Devices Furnish & Installation         148         EA         \$10.00         148.00         100.0         100.0         140.00         \$1,480.00         \$1,480.00         100.0         100.0         100.0         \$1,480.00 <t< td=""><td></td><td>Access Cantrol CCTV Conduit Rough-in</td><td></td><td>5</td><td>\$500.00</td><td>\$3,500.00</td><td>7.00</td><td>\$3,500,00</td><td>100,0</td><td></td><td></td><td>7.00</td><td>\$3,500.00</td><td>\$0.00</td><td>100.0</td></t<>		Access Cantrol CCTV Conduit Rough-in		5	\$500.00	\$3,500.00	7.00	\$3,500,00	100,0			7.00	\$3,500.00	\$0.00	100.0
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	ep.	Wining Devices Furnish & Installation	-	ā	\$10.00	\$1,480.00	148.00	\$1,480.00	100,0			148,00	\$1,480.00	20.00	100.0

Thursday, April 17, 2014

BREAK-DOWN FOR PAYMENT

ISTAL. MODULOS Y MEJORAS INTERIORES PISO-17, F. I EDIF. NORTE/ ROBERTO SANCHEZ VILELLA (MINILLAS)-SAN JUAN PROYECTO#: 1/20M PROYECTO:

CERTIFICACIÓN #; Z PERIOD ENDING: <u>0131/2013</u> Page 4 of 4

CERTIFICACIÓN#:

CONTRATISTA: AIREKO CONSTRUCTION, CORP.

PO BOX 2128 SAN JUAN PR 00922-2128

ITEM DESCRIPTION 48 Electrical Panels (Soa)&DTT(flea)Furnish & Itst.	QTY UNIT	UNIT PRICE \$1,000.00	TOTAL UNIT PRICE \$7,000.00	7.70	AMOUNT ST DOWN ON	% t	THIS P	THIS PERIOD AMOUNT	QTY AMOUNT	UNUS	l G
	Sub Total		£407 725 50		4407 125 60				- 1		
ALLOWANCES(17)			north day		9101,143,00				\$107,725.80		\$0.00 100.00
50 ASBESTOS REMOVAL ALLOWANCE	1 1 LS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0	and the property of the contract of the contra		1.00 \$15,000,00		\$0.00 100.0
	Sub Totet		\$15,000.00		\$15,000.00				\$15,000,00		\$0.00 100,00
	TOTAL GENERAL:	RAL	\$1,130,856.00	***	\$1,130,856.00			\$0.00	\$1,130,856.00		\$0.00 100.00%
SUBMITTED BY:	RECOMMENDED.BY;	D.BY;		RECOM	RECOMMENDED BY:	ÿ:		АРР	APPROVED BY:		
Ing. Kennellf M. Báez Alers Contratista	Arq, Felix Vizcaya Inspección AEP	78		Ing. Jos Coordit	Ing. José Girona Coordinador Proyecto AEP	to AEP		AUTC Arg. I	AUTORIDAD DE EDIFICIOS PÚBLICOS Arq. Heldy De la Gruz Dir Araa da Dasarrullo de Brancolo	OS PÚBLICOS	

Intereses sobre
Certificaciones
(Factura #AI-26-08057)
(Factura #AI-26-12022)
(Factura #AI-27-04029)



PO Box 2128 San Juan, PR 00922-2128 Phone: 787-653-6300

Fax: 787-653-0124

Invoice Number: Invoice Date:

> Terms: Payment:

INVOICE

AI-26-08057 09/16/15 Net 30 days

Bill from office

Bill to:

Autoridad Edificios Públicos

San Juan PR

Job:

201270-170

Attn:

Ing. Gerardo Crespo

Contract No.: C-00035 (11-12)

Project:

1120M

Job: Instalación de Modulares y Mejoras Interiores Piso 17 Minillas

Unit **Price** Total Description Qty Tax 1 7,859.03 Each none 7,859.03

Intereses devengados hasta 08/31/2015 por facturas vencidas

Subtotal:

\$7,859.03

Tax:

\$0.00

Total:

\$7,859.03

Thank you for choosing AIREKO

Delivered:

Received:

16-Sep-15 Yadineli Vázquez Figueros

> Preparado por: Revisado por:

Date:

### Computo de Infereses sobre Certificaciones Hasta el 31 de agosto de 2015 JOB; AEP Piso 17 Contract No. C00031 (2011-2012)

Aug-13 3.281.01 29.529.06 19.5ep+3 Transmital 3-Nov-13 Pago No. Cheque Cobrade No Cobrade A to Checke A to 2 3.281.01	32,810.07 3,281.01 29,529.06   Fache do Entrega	Aug-13 3.2810.07 3.2810.01 29.29.06 19.5sp-13 Transmital 3.Nov-13 Pago No. Cheque Cobrado Vencidos por dia participante de la company de la co		Work Performed	Reteinage	Cantidad	Cartificaciones	Documento	Vencimiento	Fecha		Cantidad	Balanca	o silo	latamen	7757	Balance
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Aireko Construction, LLC

PO Box 2128

San Juan, PR 00922-2128

Phone: 787-653-6300

Fax: 787-653-0124

0124

Invoice Number: Invoice Date: Terms:

Payment:

INVOICE

Al-26-12022 12/21/15

Net 30 days

Bill from office

Bill to:

Autoridad Edificios Públicos

San Juan PR

Job:

201270-170

Attn:

Ing. Gerardo Crespo

Contract No.: C-00035 (11-12)

Project:

1120M

Job: Instalación de Modulares y Mejoras Interiores Piso 17 Minillas

Description	Qty	Unit	Tax	Price	Total
Intereses devengados desde 09/01/2015 hasta 12/31/2015 por facturas vencidas	1	Each	none	1,977.07	1,977.07

Subtotal:

\$1,977.07

Tax:

0%

\$0.00

Total:

\$1,977.07

Thank you for choosing AIREKO

Delivered:

Received:

12/31/2016	Balance		# Adeudado	1878 15		4,534.20	9 836 10														THE REAL PROPERTY AND PERSONS ASSESSMENT OF THE PERSONS ASSESSMENT OF	3 9.836.10
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Dafe:		21-Dec-15	
Preparado por:		Yadinell Vázquez Figueroa	leroa
Revisado por:		Cristina Borri	

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4	PO	Вох	2128	San	Juan	PR	00922	-2128	(787) 653	3-6300	Fax (787	) 65	3-0121/0122	./0123
	119	Tug	ue I	nd.	Park	Ponce	e PR	00731-	-7600	787)844	1-4001	Fax	(787) 793~35	55

#### LETTER OF TRANSMITTAL

DATE	5/6/201	JOB NO.	SUBMITTAL NO.
JOB NA	AME	MINILLAS PISO	OS 3&9, 7, 17 PO NO.
TO:	AUTORIDAD D	E EDIFICIOS PU	JBLICOS
		X,105	The state of the s
	<del></del>		
ATTN:	GERARDO CRE	SPO	
WE ARE	SENDING YOU	Attached	Under separate cover viathe following items
	Drawings	Prints	Samples
	Copy of Letter	Change Order	Other Specifications
COPIES	DATE	NUMBER	DESCRIPTION
1	04-26-16		FACTURA INTERESES - AI-27-04028 - PISOS 3&9.
1	04-27-16		FACTURA INTERESES - AI-27-04027 - PISO 7.
1	04-27-16		FACTURA INTERESES - AI-27-04029 - PISO 17.
	Lan Warranton Transfer		
THESE ARE	E TRNSMITTED as o	hecked below:	de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la
For App	leura		REMARKS:
☐For you			
As reque		9	AND THE RESIDENCE OF THE PROPERTY OF THE PROPE
Disappro	oved	to.	
Approve	d as submitted		
Approve	ed as noted		
Retume	d for corrections	3 3	
Revise a	and Resubmit	:	
Submit	coples for di	stribution :-	**************************************
Return_	corrected p	rints :-	
For revie	ew and comment	9	
For bids	due	9	
Prints re	turned after loan to us	-	
SENDER:		EDGARDO ALBINO	DATE: 6-MAYO-16
RECEIVE	d by:	Sonnifer	Donak DATE: U Mayo JUIG

ARECO Aireko Construction, LLC

PO Box 2128 San Juan, PR 00922-2128

Bill to:

Phone: 787-653-6300

Fax: 787-653-0124

Autoridad Edificios Públicos

San Juan PR

Contract No.: C-00035 (11-12)

Project: 1120M

Job: Instalación de Modulares y Mejoras Interiores Piso 17 Minillas

Description Qty Unit Tax Price Total

Intereses devengados desde 12/31/2015 hasta 04/30/2016 por 1 Each none 1,960.86 1,960.86
facturas vencidas

Subtotal:

**Invoice Number:** 

Invoice Date:

Job:

Attn:

Terms:

Payment:

\$1,960.86

\$0.00

INVOICE Al-27-04029

04/27/16

Net 30 days

Bill from office

201270-170

Ing. Gerardo Crespo

Tax:

0%

Total:

\$1,960.86

Thank you for choosing AIREKO

Delivered:

Received:

# Computo de Intereses sobre Certificaciones Hasta el 30 de Abril de 2016 JOB: AEP Piso 17 Contract No. C00031 (2011-2012)

Work Performed Retelingse Centified 32,810,07 3,281,01 29,529,06 8,283,32 7,455,17 60,248,77 60,248,77	Contract of the second		The second secon	THE COURSE IN							
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	19-Sep-13	Transmittal					20.052.05	000	-	A INCINE	Acondado
	6-Jun-14	ı	L				22,323,00	209			4,473.65
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							Al-26-12022	\$ 1,977.07			
								\$ 1,980.86			
							Date:			27-Apr-16	
	3						Preparado por:		Yadin	Yadineli Vázquez Figueroa	Joueroa
							Revisado por:				





26-Apr-16

## AUTORIDAD DE EDIFICIOS PUBLICOS STATEMENT OF ACCOUNT April 26, 2016

	INSTALACIC	ON MODULOS Y	MEJORAS IN	TERIORES P	ISO-17, F-1 EDIF.	INSTALACION MODULOS Y MEJORAS INTERIORES PISO-17, F-1 EDIF. NORTE / ROBERTO SANCHEZ VII ELLA IMINII LASIL SAN IIIAN	SANCHEZ VII ELL	A (MINII ) AS1. SA	MAIIIAM	and the second s	Γ
				ŏ	PISO 17 PROJECT# 1120M CONTRACT NO. CAMPRESS 11-120	120M					-
	# Involce	# Cert	Period	Invoice	Net	Current	30	45	09	Over 90	Τ
201270-170 PISO 17	Work Performed Involces AI-24-08022 AI-24-08023	Cert, 05 Cert, 06	Aug-13 Aug-13	19-Sep-13 6-Jun-14	S					29,5	29,529,06
#1070	Final Total	Cert, U7	Aug-13	6-Jun-14	5 60,248.77	v				60,2	60,248.77
Contract Amount Change order Adjusted Contract Amount		\$ 1,130,856.00 \$ 33,025.67 \$ 1,163,881.67	10 4		o control o			0	9	\$ 97,2	97,233,00
Total Net Invoiced Retainage Balance Balance To Finish	4 W W	\$ 1,163,881.67 \$ \$ 1,163,881.67	,								

Over 90	96.4 504.02
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	49
Current	,
Net Amount Due	\$ 861,594,02 \$
	Grand Total

IT)



TOTAL CONSTRUCTION SOLUTIONS

Las Casas Street, Lot #20 Bairoa Industrial Park Cáguas, PR 00725 Tel 787.653-6300 Fax 787.653-0121 www.aireko.com

4 de agosto de 2014

Ing. José R. Alayón Del Valle Director Área de Desarrollo de Proyectos Autoridad de Edificios Públicos PO Box 41029 San Juan, PR 00940-1029

RE: INSTALACIÓN DE MODULARES Y MEJORAS INTERIORES TORRE NORTE MINILLAS

Estimado Ing. Alayón:

Fue un placer conocerlo el pasado viernes, 1 de agosto de 2014. Participamos en la reunión el Arq. Félix Vizcaya, el Ing. Kenneth M. Báez y el que suscribe. El objetivo de la reunión fue conocernos y revisar los asuntos pendientes de los contratos AEP Pisos 3 & 4, Piso 7 y Piso 17. Además, incluimos una minuta de los asuntos discutidos y lista de acciones.

A continuación incluimos el status de cada contrato:

AEP 1120W-Pisos 3 &4 (Segunda Enmienda Piso 3 & 4, 22 de enero de 2013. Ver copia incluida):

Trabajos Pendientes:

Nos informó que la posición de la AEP es volver a llevar a subasta los trabajos de los Pisos 3 & 4. La AEP comenzara con proceso en las próximas dos semanas, según expresado por usted.

A tal efecto, le informamos que la AEP preparó una segunda enmienda al contrato, la cual fue suscrita por ambas partes AEP y Aireko el 22 de enero de 2013. Le aclaramos, que esta enmienda establecía reanudar los trabajos de construcción de los Pisos 3 & 4 luego de reabrir la Torre Norte.

Citamos Párrafo Sexto de la enmienda que lee como lo siguiente:

"Las partes reconocen que al momento de paralizarse los trabajos de Construction contratados, EL CONTRATISTA había comenzado a realizar trabajos en el piso nueve (9). Reconocen, además, que al reubicar el Proyecto a su localización original, entiéndase el piso cuatro (4), EL CONTRATISTA deberá realizar ciertos trabajos que requerirán un cambio al "Scope of Work"y a tiempo de construcción objeto de la Subasta y que dicho cambio no puede hacerse hasta tanto la Torre Norte, actualmente cerrado, sea reabierta y ambas partes puedan realizar una inspección del piso (4) encaminada a determinar las condiciones existentes en el piso".

PLAN IT. BUILD IT. SERVICE IT.

Case:17-03283-LTS Doc#:23627 Filed:02/24/23 Entered:02/24/23 18:59:22 Desc: Main Page 215 of 236 Document

Ing. José R. Alayón Del Valle Director Área de Desarrollo de Proyectos 4 de agosto de 2014 Página 2

> Desde el 3 de julio de 2013, Aireko había comenzado la coordinación con los representantes de la AEP para cumplir con la terminación del Piso 3 y comienzo del Piso 4. Ver carta incluida del 10 de julio de 2013, enviada a la Arq. Heidy De la Cruz. Al presente han transcurrido más de doce (12) meses, los cuales Aireko estaba en la mejor disposición de continuar la terminación del proyecto.

Status del Proyecto:

Los Pisos 3 & 9 tienen certificado trabajos realizados y material en sitio

en un 60% a junio de 2012.

Coordinamos una inspección con Arq. Vizcaya y el Ing. Báez para terminar de verificar los materiales en sitio el martes, 5 de agosto de 2014. Estos materiales están en el almacén de Aireko localizado en la Torres Norte y Sur Minillas, Aireko Caguas y el subcontratista Interspace en Caguas. Luego, le someteremos la certificación incluyendo los materiales en sitio. Según le informamos, la gran parte de los materiales en sitio están almacenados, inspeccionados y en poder de la AEP en la Torre Norte.

Pagos Pendientes:

Las siguientes certificaciones de pago están vencidas sobre 90 días:

Total neto facturado es \$421,316.63.

Véase Estado de Cuenta de 1 de agosto de 2014 de Aireko.

Liquidación Contrato: La liquidación del contrato es la posición de la AEP, según expresado por usted. Este asunto deberá ser negociado entre Aireko Construction y la Autoridad de Edificios Públicos, a tenor con a los artículos del contrato suscrito entre ambas partes.

#### **AEP 1120X Piso 7:**

Trabajos Pendientes:

Ninguno.

Status del Proyecto:

La Aceptación Final fue aprobada por la Arq. Heidy De la Cruz el 19 de

septiembre de 2013. Ver copia incluida.

Pagos Pendientes:

Las certificaciones de pago #7 y #8 por la cantidad de \$93,846.24 están

vencidas sobre los 90 días.

Véase Estado de Cuenta del 1 de agosto de 2014.

PLAN IT. BUILD IT. SERVICE IT.

Ing. José R. Alayón Del Valle Directora Área de Desarrollo de Proyectos 4 de agosto de 2014 Página 3

#### **AEP 1120M Piso 17:**

Trabajos Pendientes:

Ninguno

Status del Proyecto:

La Aceptación Final fue aprobada por usted el 18 de junio de 2014.

Ver copia incluida.

Pagos Pendientes:

Las siguientes certificaciones de pago pendientes de pago por la cantidad

de \$97,233.00. Véase Estado de Cuenta del 1 de agosto de 2014.

Es nuestro interés culminar con los asuntos antes mencionados y coordinar otra reunión a la mayor brevedad para atender la terminación del contrato del AEP Pisos 3 & 4. Además, nos confirmen fecha de los pagos pendientes de los AEP Pisos 3 & 4, Piso 7 y Piso 17 por los trabajos realizados, materiales en sitio y liquidación final respectivamente.

Agradecemos su atención y apertura de comunicación oficial entre usted y el que suscribe. Esperamos trabajar juntos para conseguir soluciones positiva para ambas partes.

Cordialmente,

Edgardo Albino

Vicepresidente de Operaciones

C: F. Vizcaya - AEP

P. López - Aireko

K. Báez - Aireko

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AIREKO

TOTAL CONSTRUCTION SOLUTIONS

Las Casas Street, Lot #20 Bairoa Industrial Park Caguas, PR 00725

Tel 787.653-6300 Fax 787.653-0121

www.aireka.com

4 de agosto de 2014

RECIBIDO POE:

PECHA. A

Ing. José R. Alayón Del Valle Director Área de Desarrollo de Proyectos Autoridad de Edificios Públicos PO Box 41029 San Juan, PR 00940-1029

RE: INSTALACIÓN DE MODULARES Y MEJORAS INTERIORES TORRE NORTE MINILLAS

Estimado Ing. Alayón:

Fue un placer conocerlo el pasado viernes, 1 de agosto de 2014. Participamos en la reunión el Arq. Félix Vizcaya, el Ing. Kenneth M. Báez y el que suscribe. El objetivo de la reunión fue conocernos y revisar los asuntos pendientes de los contratos AEP Pisos 3 & 4, Piso 7 y Piso 17. Además, incluimos una minuta de los asuntos discutidos y lista de acciones.

A continuación incluimos el status de cada contrato:

AEP 1120W-Pisos 3 &4 (Segunda Enmienda Piso 3 & 4, 22 de enero de 2013. Ver copia incluida):

Trabajos Pendientes:

Nos informó que la posición de la AEP es volver a llevar a subasta los trabajos de los Pisos 3 & 4. La AEP comenzara con proceso en las próximas dos semanas, según expresado por usted.

A tal efecto, le informamos que la AEP preparó una segunda enmienda al contrato, la cual fue suscrita por ambas partes AEP y Aireko el 22 de enero de 2013. Le aclaramos, que esta enmienda establecía reanudar los trabajos de construcción de los Pisos 3 & 4 luego de reabrir la Torre Norte.

Citamos Párrafo Sexto de la enmienda que lee como lo siguiente:

"Las partes reconocen que al momento de paralizarse los trabajos de Construction contratados, EL CONTRATISTA había comenzado a realizar trabajos en el piso nueve (9). Reconocen, además, que al reubicar el Proyecto a su localización original, entiéndase el piso cuatro (4), EL CONTRATISTA deberá realizar ciertos trabajos que requerirán un cambio al "Scope of Work"y a tiempo de construcción objeto de la Subasta y que dicho cambio no puede hacerse hasta tanto la Torre Norte, actualmente cerrado, sea reabierta y ambas partes puedan realizar una inspección del piso (4) encaminada a determinar las condiciones existentes en el piso".

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Las Casas Stroet, Lot #20 Bairoa Industrial Park Caguas, PR 00725

Tel 787.653-6300 Fax 787.653-0121

www.aireko.com

4 de agosto de 2014

RECIBIDO POK:

Ing. José R. Alayón Del Valle Director Área de Desarrollo de Proyectos Autoridad de Edificios Públicos PO Box 41029 San Juan, PR 00940-1029

RE: INSTALACIÓN DE MODULARES Y MEJORAS INTERIORES TORRE NORTE MINILLAS

Estimado Ing. Alayón:

Fue un placer conocerlo el pasado viernes, 1 de agosto de 2014. Participamos en la reunión el Arq. Félix Vizcaya, el Ing. Kenneth M. Báez y el que suscribe. El objetivo de la reunión fue conocernos y revisar los asuntos pendientes de los contratos AEP Pisos 3 & 4, Piso 7 y Piso 17. Además, incluimos una minuta de los asuntos discutidos y lista de acciones.

A continuación incluimos el status de cada contrato:

AEP 1120W-Pisos 3 &4 (Segunda Enmienda Piso 3 & 4, 22 de enero de 2013. Ver copia incluida):

Trabajos Pendientes:

Nos informó que la posición de la AEP es volver a llevar a subasta los trabajos de los Pisos 3 & 4. La AEP comenzara con proceso en las próximas dos semanas, según expresado por usted.

A tal efecto, le informamos que la AEP preparó una segunda enmienda al contrato, la cual fue suscrita por ambas partes AEP y Aireko el 22 de énero de 2013. Le aclaramos, que esta enmienda establecía reanudar los trabajos de construcción de los Pisos 3 & 4 luego de reabrir la Torre Norte.

Citamos Párrafo Sexto de la enmienda que lee como lo siguiente:

"Las partes reconocen que al momento de paralizarse los trabajos de Construction contratados, EL CONTRATISTA había comenzado a realizar trabajos en el piso nueve (9). Reconocen, además, que al reubicar el Proyecto a su localización original, entiéndase el piso cuatro (4), EL CONTRATISTA deberá realizar ciertos trabajos que requerirán un cambio al "Scope of Work"y a tiempo de construcción objeto de la Subasta y que dicho cambio no puede hacerse hasta tanto la Torre Norte, actualmente cerrado, sea reabierta y ambas partes puedan realizar una inspección del piso (4) encaminada a determinar las condiciones existentes en el piso".

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AIREKO

TOTAL CONSTRUCTION SOLUTIONS

Las Casas Street, Lot =20

Bairoa Industrial Park

Caguas, PR 00725

Tel 787,653-6300 Fax 787,653-0121

Www.aireko.com

4 de agosto de 2014

RECIBIDO POR:

Ing. José R. Alayón Del Valle
Director Área de Desarrollo de Proyectos
Autoridad de Edificios Públicos
PO Box 41029
San Juan, PR 00940-1029

FECHA: ago to 8/2014

RE: INSTALACIÓN DE MODULARES Y MEJORAS INTERIORES TORRE NORTE MINILLAS

Estimado Ing. Alayón:

Fue un placer conocerlo el pasado viernes, 1 de agosto de 2014. Participamos en la reunión el Arq. Félix Vizcaya, el Ing. Kenneth M. Báez y el que suscribe. El objetivo de la reunión fue conocernos y revisar los asuntos pendientes de los contratos AEP Pisos 3 & 4, Piso 7 y Piso 17. Además, incluimos una minuta de los asuntos discutidos y lista de acciones.

A continuación incluimos el status de cada contrato:

AEP 1120W-Pisos 3 &4 (Segunda Enmienda Piso 3 & 4, 22 de enero de 2013. Ver copia incluida):

Trabajos Pendientes:

Nos informó que la posición de la AEP es volver a llevar a subasta los trabajos de los Pisos 3 & 4. La AEP comenzara con proceso en las próximas dos semanas, según expresado por usted.

A tal efecto, le informamos que la AEP preparó una segunda enmienda al contrato, la cual fue suscrita por ambas partes AEP y Aireko el 22 de enero de 2013. Le aclaramos, que esta enmienda establecía reanudar los trabajos de construcción de los Pisos 3 & 4 luego de reabrir la Torre Norte.

Citamos Párrafo Sexto de la enmienda que lee como lo siguiente:

"Las partes reconocen que al momento de paralizarse los trabajos de Construction contratados, EL CONTRATISTA había comenzado a realizar trabajos en el piso nueve (9). Reconocen, además, que al reubicar el Proyecto a su localización original, entiéndase el piso cuatro (4), EL CONTRATISTA deberá realizar ciertos trabajos que requerirán un cambio al "Scope of Work" y a tiempo de construcción objeto de la Subasta y que dicho cambio no puede hacerse hasta tanto la Torre Norte, actualmente cerrado, sea reabierta y ambas partes puedan realizar una inspección del piso (4) encaminada a determinar las condiciones existentes en el piso".



Las Casas Street, Lot # 20
Bairoa Industrial Park
Caguas, PR 00725
Tel. 787.653.6300 Fax 787.653.012:
www.aireko.com

## MINUTA AEP MINILLAS PROJECTS 1ro de agosto de 2014

9:30am

Presentes:

Kenneth Báez

ACC

Edgardo Albino

ACC

Felix Vizcaya

AEP

José R. Alayón Del Valle

**AEP** 

Margarita Santos

AEP (Reunión en su oficina)

## Piso 17

- El Ing. José R. Alayón solicita a E. Albino, se le envié copia del documento de Aceptación Sustancial para terminar de procesar la certificación #7 Liquidación Final y pasarla a pago a dpto. Contralurla AEP.
- El Ing. José R. Alayón solicita a E. Albino se revise el documento de Relevo Total Contratista de acuerdo a monto retenido en certificación #7. (Entregado a AEP 8-5-13)
- 3. La Srta. Margarita Santos de AEP le solicita al Arq. Vizcaya que le entregue la carta interna de aceptación trabajos para liquidación final.

## Piso 7

 La Srta. Margarita Santos de AEP llama a Contralurla para status de pago liquidación final. Le indican en Contralurla que el cheque está listo para entregar pero necesitan la autorización del Departamento Legal de AEP.

Las Casas Street, Lot # 20 Bairoa Industrial Park Caguas, PR 00725 Tel. 787.653.6300 Fax 787.653.012 www.aireko.com

MINUTA AEP MINILLAS PROJECTS 1ro de agosto de 2014 9:30am

## Piso 3 & 4

- El Ing. José R. Alayón informa que AEP pretende sacar a subasta los pisos 3 y 4 en las próximas dos semanas. Solicita Arq. Félix Vizcaya hacer cuadre de materiales no instalados para cerrar proyecto con Aireko y cualificarlos en documentos de subasta.
- El Arq. Vizcaya visitará las oficinas de Aireko e Interspace el martes 5 de agosto para inspeccionar materiales almacenados civiles y eléctricos. El Ing. Alayón le solicita a Arq. Vizcaya una tabla desglosando todos los materiales en sitio.
- 3. Se preparará ultima certificación #4 para incluir aparatos sanitarios piso 3, Alumínum & Glazing pisos 3 & 9 y Folding Partition piso 3.
- El Ing. Alayón desconocía sobre enmienda firmada por AEP para pisos 3 & 9 el 22 enero 2013.

E. Albino le entregó una copia al Ing. José R. Alayón de los Estados de Cuentas con los balances pendientes de los Pisos 3 & 4, Piso 7 y Piso 17 vencidos sobre 90 días. El Ing. José R. Alayón revisara el status de los pagos y nos informará a la mayor brevedad.



TOTAL CONSTRUCTION SOLUTIONS

Las Casas Street, Lot #20 Bairoa Industrial Park Caguas, PR 00725 Tel 787.653-6300 Fax 787.653-0121 www.aireko.com

10 de julio de 2013

Arq. Heidy De la Cruz Soltero Directora Área de Desarrollo de Proyectos Autoridad de Edificios Públicos PO Box 41029 San Juan, PR 00940-1029

RE: INSTALACION DE MODULARES Y MEJORAS INTERIORES TORRE NORTE MINILLAS

Estimada Arq. De la Cruz:

El pasado miércoles, 3 de julio de 2013, el Arq. Félix Vizcaya nos solicitó una reunión para revisar los *Punch List* de los Pisos 7 & 17, el cual se llevó a cabo durante la tarde. También revisamos las áreas de construcción de los Pisos 3, 4 & 9. En esta reunión, acordamos volver hacer una reunión para esta semana para coordinar el comienzo de las actividades, la movilización de personal y subcontratistas estableciendo la fecha de terminación de los trabajos.

A continuación incluimos detalles de status de cada proyecto, trabajos pendientes de construcción, balance de pagos y terminación final de las obras contratadas a Aireko:

## **AEP 1120V Piso 14:**

Trabajos Pendientes:

Ninguno.

Status del Proyecto:

AEP aprobó la aceptación final el 29 de agosto de 2013. Ver copia

incluida.

Balance Pendiente:

Pago final Certificación #7 - \$70,411.75.

El 28 de septiembre de 2012, la Autoridad de Edificios Públicos recibió

la carta de recomendación de la inspección contratada VMF &

Associates.

**AEP 1120X Piso 7:** 

Trabajos Pendientes:

Instalación Sistema de Modulares oficinas, listos para instalar. Están

incluidos en la orden de cambio #2 aprobada por la AEP 18 de abril de

2012. Véase copia incluida.

Status del Proyecto:

AEP aprobó la aceptación sustancial el 9 de mayo de 2012. El Punch

List fue corregido. Ver copia incluida.

Balance Pendientes:

Monto del contrato pendiente por facturar: \$28,307.31.

Retenido por facturar \$64,948.94.

Arg. Heidy De la Cruz Soltero Directora Área de Desarrollo de Proyectos 10 de ĵulio de 2013 Página 2

### AEP 1120M Piso 17:

Trabajos Pendientes:

- a) Completar la instalación Sistema Modulares oficinas, listos para instalar. Están incluidos en la orden de cambio #2 aprobada por la AEP
- el 12 de abril de 2012. Ver copia incluida,
- b) Topping escaleras desde Piso 17 a la azotea.c) Pintura en paredes desde Piso 17 a la azotea.
- d) Pintura epóxica en la escalera desde Piso 17 a la azotea.
- e) Pintura en pasamanos de escaleras desde Piso 17 a la azotea.
- f) Terminación sistema de impermeabilización en el techo.

Status del Proyecto:

AEP aprobó la aceptación sustancial el 20 de abril de 2012. El Punch List tenemos los ítems (5, 11, 12, 14 y 18) por corregir. Ver copia incluida.

Balance de Pagos:

Monto del contrato pendiente por facturar \$42,918.59. Retenido por facturar \$54,314.40.

### AEP 1120W - Pisos 3 & 9:

Trabajos Pendientes:

Completar los trabajos en el Piso 3. Coordinar inspección del Piso 4 para determinar y coordinar el comienzo de los trabajos en el Piso 4, según enmienda firmada por ambas partes AEP y Aireko el 22 de enero de 2013. Véase copia incluida.

Status del Proyecto:

Los Pisos 3 & 9 – trabajo realizado en un 33% a mayo de 2012. Trabajos pendientes por realizar en un 67%. Aireko Construction tiene un inventario de materiales y herramientas de construcción almacenado en los Pisos 3 & 9.

El 8 de marzo de 2012, AEP solicito una enmienda al contrato suscrito con Aireko con el propósito de relocalizar la ubicación de los trabajos del Piso 4 al Piso 9 de la Torre Norte sin afectar el ámbito de trabajo. Véase copia incluida. Los trabajos en el piso 9 se comenzaron el 24 de abril de 2012, según orden de proceder del 23 de abril de 2012. Ver copia incluida.

El 22 de enero de 2013, AEP nuevamente solicita una enmienda al contrato a los efectos de regresar a relocalizar el Piso 9 a su ubicación original en el Piso 4. La AEP reconoce que al reubicar el Proyecto a su piso original requiere un cambio al ámbito de trabajo y al tiempo de construcción y que este cambio será realizado luego de reabrir y ambas partes puedan realizar una inspección del piso 4 para determinar las condiciones existentes del piso. Véase copia incluida.

Balance de Pagos:

Certificación #2B trabajos realizado en los Pisos 3 & 9 al 31 de mayo de 2012. Total certificación aprobado por AEP \$261,782.57 pendiente de pago desde 24 de agosto de 2012.

Arq. Heidy De la Cruz Soltero Directora Área de Desarrollo de Proyectos 10 de julio de 2013 Página 3

Es nuestro interés culminar con nuestros compromisos contractuales una vez se atiendan los asuntos y pagos pendientes de los Pisos 7, 17, la construcción de los Pisos 3 & 4 y el cuadre final de los trabajos realizados en el Piso 9.

Estamos disponibles para realizar la reunión de coordinación con usted y su equipo de trabajo para atender los asuntos antes mencionado a la mayor brevedad posible.

Cordialmente,

Edgardo Albino

Vicepresidente de Operaciones

C: F. Vizcaya - AEP

J. Girona - AEP

G. Crespo - AEP

P. López - Aireko

K. Báez - Aireko

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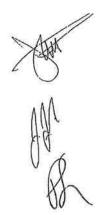
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## GOBIERNO DE PUERTO RICO AUTORIDAD DE EDIFICIOS PUBLICOS SAN JUAN, PUERTO RICO

## ENMIENDA A ACUERDO DE PAGO A SUPLIDOR INSTALACION SISTEMA MODULAR OFICINAS Y MEJORAS INTERIORES PISO 3-9

Anejo 14

COMPARECEN
De la primera parte: La AUTORIDAD DE EDIFICIOS PUBLICOS, ID. No. 660-43-3801
mediante la autoridad conferida por la Ley Número 56 de 19 de junio de 1958, según
enmendada, en este acto representada por su Sub-Director Ejecutivo, Leonardo J
Torres Berrios, mayor de edad, casado, vecino de Guaynabo, Puerto Rico. En adelante
denominada la "AEP",
De la Segunda Parte: AIREKO CONSTRUCTION CORP., IRS No.660-28-6068, una
corporación organizada y existente bajo las leyes del Estado Libre Asociado de Puerto
Rico, con oficinas principales en Caguas, Puerto Rico, en este caso representado por su
Presidente , Paulino R. Lopéz, mayor de edad, casado, residente de San Juan, Puerto
Rico, en adelante denominado como "el Contratista"
De la Tercera Parte: INTEGRATED DESIGN SOLUTION, IRS No.660-57-5379, una
corporación organizada y existente bajo las leyes del Estado Libre Asociado de Puerto
Rico, con oficinas principales es Guaynabo, Puerto Rico, en este caso representado po
su Presidente, el Sr. David Rodríguez, mayor de edad, casado, residente de Guaynabo
Puerto Rico, en adelante denominada "IDS"
Las partes expresan tener y aseguran tener la capacidad necesaria para comparece
en este acuerdo.
EXPONEN
PRIMERO: El 12 de noviembre de 2012, la Autoridad de Edificios Públicos (en adelante
AEP) suscribió junto a Aireko Construction Corp. (en adelante, Aireko) y Integrated
Design Solutions (en adelante, IDS) el acuerdo titulado "Acuerdo de Pago a Suplido
Instalación Sistema Modular Oficinas y Mejoras Interiores Piso 3-9".
SEGUNDO: Como parte del acuerdo, la AEP se comprometió a realizar un pago por la
cantidad de trescientos cuarenta y cinco mil doscientos setenta con sesenta
(\$345,270.67) a IDS por concepto de suplido de sillas, estaciones, modulares, mesas de
conferencia y archivos móviles para el proyecto denominado como AEP-1120W. Lo



anterior, como parte del reconocimiento de una deuda bajo el Artículo 1489 del Código Civil de Puerto Rico. -----TERCERO: Conforme al mencionado acuerdo IDS tendría un término de cinco (5) días laborables para hacer entrega de los equipos ya fuera total o parcialmente.— CUARTO: Que el pago a ser realizado por la AEP a IDS se emitiría tan pronto la AEP contara con los equipos mencionados en el acuerdo y según especificados en la factura QUINTO: Debido a la falta de espacio para almacenar y/o colocar los equipos la AEP se ha visto imposibilitada de aceptar todos los equipos según detallados en la factura 36-011. En consecuencia, parte de los equipos permanecen depositados en la Calle Este 1 #15 Rio Plantation, Bayamón. ---QUINTO: Por tanto, en virtud a lo anteriormente expresado las partes libre y voluntariamente han modificado los siguientes:---------TERMINOS Y CONDICIONES-----UNO: El 12 de noviembre de 2012, las partes comparecientes suscribieron el Acuerdo de Pago a Suplidor Instalación Sistema Modular de Oficinas y Mejoras Interiores Piso 3-DOS: El 31 de julio de 2012, la AEP recibió parte de los equipos los cuales se encuentran especificados en el "Service/Work Order" y equipo que a su vez forma parte de la factura 36-011. Véase Anejo I. ----TRES: La AEP espera recibir una o varias entregas de los equipos especificados en la factura 36-011. No obstante, por falta de áreas para su almacenamiento y/o utilización, parte de los equipos permanecerán ubicados en el almacén ubicado en la Calle Este 1 #15 Rio Plantation, Bayamón.--CUATRO: Para fines de emitir el pago a IDS, la AEP y/o un representante autorizado certificará los equipos que han sido recibidos, así también, certificará el recibo parcial y/o total de los equipos que se encuentran en estos momentos en el mencionado almacén. A la firma de la presente enmienda al acuerdo los equipos recibidos por la AEP son los incluidos en el "Service/Work Order" del 31 de julio de 2012. QUINTO: Por otra parte, los equipos que permanecen en el almacén son aquellos que no fueron recibidos el 31 de julio de 2012 y los cuales no se encuentran marcados como recibidos en el "Manifest Report" el cual se hace formar parte de esta enmienda al



acuerdo. ----

SEIS: Personal del Area de Desarrollo de Proyectos ha corroborado que los equipos
continúan depositados en el Almacén especificado en el párrafo tres.
SIETE: IDS se compromete a mantener y proteger los equipos depositados en el
almacén como condición para recibir el pago total de los equipos. También se
compromete a permitir el acceso de la AEP a dicho almacén para corroborar que los
equipos se encuentran completos y en buen estado.
OCHO: IDS será responsable de mantener vigente la Póliza Núm. 560269998 ("Material
on Site"), suplida por Universal Insurance, por la cantidad de \$415,000.00, mientras el
equipo esté bajo su custodia.
NUEVE: Los costos relacionados al almacenaje y seguridad de los equipos serán
responsabilidad de IDS.
DIEZ: Todos los demás términos y condiciones del Acuerdo de Pago a Suplidor
Instalación Sistema Modular de Oficinas y Mejoras Interiores Piso 3-9 permanecen en
completo vigor a menos que resulte incompatibles con los aquí transcrito.
ONCE: Que este acuerdo se ha suscrito en virtud al Artículo 1489 del Código Civil y no
como un proceso de pago de certificación. Por tanto, todos los documentos incluidos
son para demostrar que los equipos fueron adquiridos en relación al proyecto AEP-
1120W
DOCE: Las partes comparecientes aceptan que la Enmienda al Acuerdo de Pago a
Suplidor fue redactado en los términos y condiciones por ellos acordados. En virtud de
esto libre y voluntariamente procedemos a firmar.
—Y PARA QUE ASI CONSTE: firmo la presente en San Juan, Puerto Rico a ∠∠ de
diciembre de 2012
Lautino Colo Anno
Paulino R. López Leonardo J. Torres Berrios Presidente Sub-Directo Ejecutivo
Aireko Construction Corp. Autóridad de Edificios Públicos
W WWW
Sr. Qavid Rodriguez Presidente
Integrated Design Solutions

APROBADO EN CUANTO
A REDACCION LEGAL
FECHA: 14-dic-2012

AUTORIDAD DE FOOTHIGHE PURIGE 28 of 236 CONSTRUCTION FUNDS — LINE OF CREDIT 93MM Desc: Main

Autoridad de Edificios Públicos

APARTADO 41029 SANTURCE, PUERTO RICO 00940

42000367

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
36-011	JUL./2012 ACUERDO PAGO	15-01-13	345,270.67	0.00	345,270.6
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CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
31-JAN-13	42000367	INTEGRATED DESIGN SOLUTIONS, INC.	0.00	\$******345,270.67

REMOVE DOCUMENT ALONG THIS PERFORATION

THIS DOCUMENT IS PRINTED IN TWO COLORS DO NOT ACCEPT UNLESS BLUE AND

ESTADO LÍBRE ASOCIADO DE PUERTO RICO AUTORIDAD DE EDIFICIOS PUBLICOS CONSTRUCTION FUNDS — LINE OF CREDIT\$93MM APARTADO 41029 SANTURCE PUERTO RICO 00940

31-JAN-13 \*\*\*\*\*\*\*345,270.67

101-211

215 42000367

PAY TO THE

INTEGRATED DESIGN SOLUTIONS,

Three Hundred Forty—Five Thousand Two Hundred Seventy and 67/100 Dollars

BANCO GUBERNAMENTAL DE FOMENTO PO BOX 42001 SAN JUAN, PR 00940-2001

VALID FOR SIX MONTHS ONLY

e Mil

000001

Doc#:23627 Desc: Main Filed:02/24/23 Case:17-03283-LTS Date

Cert. 07 Cert. 08

Aug-13

date

PROJECT# 1120X CONTRACT NO. C-00031(11-12)

Invoice

Current

30

45

26,486.38 67,359.86

1,258,155.00 59,612.95 1,317,767.95

1,317,767.95

1,317,767.95

Retainage Balance

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Document Document To Finish

Work Performed Invoices Invoice

AI-24-08024

AI-24-08025 Ret.

Aug-13

13-Sep-13 27-Sep-13

<del>69</del> <del>69</del>

93,846.24 \$

93,846.24

26,486.38 67,359.86

Over 90

Period

# Cert

Amount

60

INSTALACION DE MODULARES Y MEJ. INTERIORES (P-7) CTRO. GUB. ROBERTO SANCHEZ VILELLA (MINILLAS) - SAN JUAN

PISO 7

AUTORIDAD DE EDIFICIOS PUBLICOS STATEMENT OF ACCOUNT December 12, 2014

12-Dec-14

P.O. Box 2128 SJ PR 00922-2138



2

Aireko Construction, LLC

San Juan, PR 00922-2128

Phone: 787-653-6300 Fax: 787-653-0124 **Invoice Number:** Invoice Date: Terms:

AI-26-08056 09/16/15 Net 30 days Bill from office

INVOICE

Bill to:

PO Box 2128

Autoridad Edificios Públicos

San Juan PR

Job:

Payment:

201267-170

Attn:

Ing. Gerardo Crespo

Contract No.: C-0031 (11-12)

Project:

1120X

Job: Instalación de Modulares y Mejoras Interiores Piso 7 Minillas

Description	Qty	Unit	Tax	Price	Total
Intereses devengados hasta 08/31/2015 por facturas vencidas	1	Each	none	10,353.61	10,353.61

Subtotal:

\$10,353.61

Tax:

0% \$0.00

Total:

\$10,353.61

Thank you for choosing AIREKO

Delivered:

Received:

Case:17-03283-LTS Doc#:23627 Filed:02/24/23 Entered:02/24/23 18:59:22 Document Page 231 of 236 Desc: Main

> 201267-170 PISO 7 PROJECT# 1120X <u>> 0 0</u> Date PO Box 2128 San Juan PR 00922-2128 Mork Performed Invoices
> AI-24-08024
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Aug-13 Aug-13

13-Sep-13 \$ 27-Sep-13 \$

26,486.38 67,359.86

93,846.24 \$

93,846.24

# Cert

Period

Invoice

Amount

Current

30

45

60

Over 90

26,486.38 67,359.86

1 317 767 95	69	
i	<b>€</b> \$	Balance To Finish
	€9	Retainage Balance
1,317,767.95	€9	Total Net Invoiced
1,317,767.95	<b>69</b>	Adjusted Contract Amount
59,612.95	€ <del>5</del>	Change order
1,258,155.00	49	Contract Amount

2

# AUTORIDAD DE EDIFICIOS PUBLICOS STATEMENT OF ACCOUNT August 31, 2015

INSTALACION DE MODULARES Y MEJ. INTERIORES (P-7) CTRO. GUB. ROBERTO SANCHEZ VILELLA (MINILLAS) - SAN JUAN

PISO 7
PROJECT# 1120X
CONTRACT NO. C-00031(11-12)
Net

Desc: Main



1-Aug-13 to 31-Aug-13 1-Aug-13 to 31-Aug-13 to to

2,942.93 Reteinage

26,486.38 67,359.86 Cantidad

Fecha de Entrega 13-Scp-13 27-Scp-13 Certificaciones

Fecha Entrega

45 28-Oct-13 11-Nov-13

Pago

No. Cheque

Cobrada

No Cobrado 26,486.38 Balance

Dias

Intereses al 6%

Balance 8/31/2015

 Vencidos
 por día
 A la fecha

 672
 4.41
 2.965.47

 658
 11.23
 7,387.13

Work Performed 29,429.31

## Computo de Intereses sobre Certificaciones Hasta el 31 de agosto de 2015 JOB: AEP Piso 7

Contract No. C00031 (2011-2012)

Revlsado por: Date: Preparado por: Yadinell Vázquez Figueroa Cristina Borri Alvarez 16-Sep-15

\$ 10,353.6

Vencimiento Fecha Cantidad

Desc: Main

Date

REKO P.O. Box 2128 SJ PR 00922-2138

12-Dec-14

AUTORIDAD DE EDIFICIOS PUBLICOS STATEMENT OF ACCOUNT December 12, 2014

	Docun	Apotal Net Invoiced Retainage Balance Balance To Finish CO	Contract Amount Change order Adjusted Contract Amount		201270-170 PISO 17 PROJECT# 1120M		
		Julia	T 1	Final Total	AI-24-08022 AI-24-08022 AI-24-08023 AI-24-08098	Invoice .	
		\$ 1,163,881.67 \$ \$ \$ 1,163,881.67	\$ 1,130,856.00 \$ 33,025.67 \$ 1,163,881.67		Cert. 05 Cert. 06 Cert. 07	# Cerf	ON MODULOS Y N
Grand Total					Aug-13 Aug-13 Aug-13	Period	/EJORAS I
	I.			\$	19-Sep-13 \$ 6-Jun-14 \$ 6-Jun-14 \$	Invoice date	NTERIORES PIS
\$ 612,395.87	Net Amount Due			97,233.00	29,529.06 7,455.17 60,248.77	Net Amount	S PISO-17, F-I EDIF. NORTE / RO PISO 17 PROJECT# 1120M CONTRACT NO. C-00035(11-12)
<b>€</b>	Current			\$		Current	INSTALACION MODULOS Y MEJORAS INTERIORES PISO-17, F-I'EDIF. NORTE / ROBERTO SANCHEZ VILELLA (MINILLAS)- SAN JUAN PISO 17 PROJECT# 1120M CONTRACT NO. C-00035(11-12)
€	30			69		30	SANCHEZ VILEL
₩	45			49		45	LA (MINILLAS)-
€	60			•		60	SAN JUAN
<del>()</del>	3					9	
612,395.87	Over 90			97.233.00	29,529.06 7,455.17 60,248.77	Over 90	

Aireko Construction, LLC

**Phone:** 787-653-6300 Fax: 787-653-0124

**Invoice Number: Invoice Date:** 

AI-26-08057 09/16/15 Net 30 days Bill from office

INVOICE

San Juan, PR 00922-2128

Payment:

Terms:

Bill to:

Autoridad Edificios Públicos

Job:

201270-170

San Juan PR

Attn:

Ing. Gerardo Crespo

PO Box 2128

Contract No.: C-00035 (11-12)

Project:

1120M

Job: Instalación de Modulares y Mejoras Interiores Piso 17 Minillas

Description	Qty	Unit	Tax	Price	Total
	1	Each	none	7,859.03	7,859.03
Intereses devengados hasta 08/31/2015 por facturas vencidas					

Subtotal:

\$7,859.03

Tax:

0% \$0.00

Total:

\$7,859.03

Thank you for choosing AIREKO

Delivered:

Received:

**Grand Total** 

\$ 612,395.87 \$

612,395.87



31-Aug-15

## AUTORIDAD DE EDIFICIOS PUBLICOS STATEMENT OF ACCOUNT August 31, 2015

	Total Net Invoiced Retainage Balance Balance To Finish	Contract Amount Change order Adjusted Contract Amount		201270-170 PISO 17 PROJECT# 1120M	Wo	
	<b>(4)</b> (5) (6) (6)	ount s	Final Total	AL-24-08023 AL-24-08023 AL-24-08098	Invoice	INSTALACIO
	1,163,881.67 1,163,881.67	1,130,856.00 33,025.67 1,163,881.67		Cert. 05 Cert. 06 Cert. 07	# Cert	N MODULOS Y N
				Aug-13 Aug-13 Aug-13	Period	MEJORAS II
<u>م</u> ا			s	19-Sep-13 \$ 6-Jun-14 \$ 6-Jun-14 \$	Invoice date	OTERIORES PIS
Net Amount Due			97,233.00 \$	29,529.06 7,455.17 60,248.77	Net Amount	S PISO-17, F-1 EDIF. NORTE / RC PISO 17 PRO-JECT# 1120M CONTRACT NO. C-00035(11-12)
Current					Current	INSTALACION MODULOS Y MEJORAS INTERIORES PISO-17, F-I EDIF. NORTE / ROBERTO SANCHEZ VILELLA (MINILLAS)- SAN JUAN PISO 17 PROJECT# 1120M CONTRACT NO. C-00035(11-12)
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45			·		45	INILLAS)- SAN JUA
60					60	Z
Over 90			97.233.00	29,529.06 7,455.17 60,248.77	Over 90	

Desc: Main



I-Aug-13 to 31-Aug-13 I-Aug-13 to 31-Aug-13 I-Aug-13 to 31-Aug-13 I-Aug-13 to 31-Aug-13

32,810,07 8,283.52

## Computo de Intereses sobre Certificaciones Hasta el 31 de agosto de 2015 JOB: AEP Piso 17 Contract No. C00031 (2011-2012)

Preparado por: Date: Revisado por: Yadinell Vázquez Figueroa Cristina Borri

16-Sep-15

Work Performed 3,281.01 828.35 60,248.77 Retelnage 29,529.06 7,455.17 Cantidad Fecha de Entrega 19-Scp-13 6-Jun-14 6-Jun-14 Certificaciones Fecha Entrega Transmittal Venclmiento 3-Nov-13 21-Jul-14 21-Jul-14 Pago Fecha No. Cheque Cobrada Cantidad No Cobrado 29,529.06 7,455.17 Balance 
 Vencidos
 por día
 A la fecha
 Adeudado

 666
 4.92
 3.277.73
 3.277.73

 406
 1.24
 504.47
 3.782.19

 406
 10.04
 4,676.83
 7,839.03
 Dias Intereses al 6% Balance 8/31/2015